Friedler Construction Co. CONTRACTOR: Eric M. Friedler **CONTACT NAME:** 2525 N. Elston Ave D-240 ADDRESS: Chicago, IL 60647 CITY/STATE/ZIP: 773-661-5720 PHONE NUMBER: 773-489-6560 **FAX NUMBER:** ericf@friedlerconstruction.com EMAIL:

TO BE EXECUTED IN DUPLICATE

BOOK 1:

PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS

CONTRACT NO. C1568

ARTHUR E. CANTY ELEMENTARY SCHOOL ANNEX & RENOVATION 3740 N PANAMA AVENUE CHICAGO, ILLINOIS 60634 PROJECT #05750

PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Rahm Emanuel Chairman

Erin Lavin Cabonargi **Executive Director**

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

Any Contract entered into as a result of this bid process is governed by: Book1 "Project Information, Instructions To Bidders, and Execution Documents;" Book 2 "Standard Terms and Conditions for Construction Contracts" and Book 3 "Technical Specifications" and the Drawings.

ISSUED FOR BID ON MAY 8, 2015

RESPONDENT: Friedler Construction Co.

Date of Issue: May 8, 2015

TABLE OF CONTENTS

l.	INT	RODUCTION	4
II.	PRO	DJECT INFORMATION	4
	A.	GENERAL INFORMATION	4
	В.	MANDATORY PROJECT SPECIFIC CONTRACTOR STAFFING REQUIREMENTS	5
	C.	TIME OF COMPLETION	6
	D.	COMMISSION'S CONTRACT CONTINGENCY	6
	E.	COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED	6
	F.	LIQUIDATED DAMAGES	6
	G.	PREVAILING WAGE RATES	
].	INS	TRUCTIONS FOR BIDDERS	7
	A.	EXAMINATION OF DOCUMENTS BY BIDDER	7
	B.	INTERPRETATIONS OF ADDENDA	7
	C.	INSPECTION OF SITE	7
	D.	PRE-QUALIFICATION OF BIDDERS	7
	E.	EVIDENCE OF CONTINUING QUALIFICATIONS OF BIDDER	7
	F.	PREPARATION OF BID	
	G.	BID DEPOSIT	8
	Н.	BIDDER'S EXECUTION OF BID	8
	I.	AFFIDAVIT OF NON-COLLUSION	9
	J.	MBE AND WBE COMMITMENTS	9
	K.	LOCAL BUSINESS SUBCONTRACTING PARTICIPATION AND COMMUNITY HIRING	9
	L.	DISCLOSURE OF RETAINED PARTIES	10
	M.	SUBMISSION OF BID	10
	N.	WITHDRAWAL OF BIDS BEFORE BID OPENING	10
	Ο.	OPENING OF BIDS	10
	Ρ.	EVALUATION OF BIDS	10
	Q.	BASIS OF AWARD	10
	R.	PERFORMANCE AND PAYMENT BOND AND INSURANCE	10
	S.	PROTESTS	11
	Т.	LICENSING	11
	U.	AWARD OF CONTRACT; REJECTION OF BIDS	11
	٧.	ALTERNATES-COMMISSION DISCRETION	12
	W.	PROJECT LABOR AGREEMENT	12
IV.	PR	DPOSAL AND EXECUTION DOCUMENTS	13
	Α.	CONTRACTOR'S BID	13

PUBLIC BUILDING COMMISSION OF CHICAGO

	B.	BID FORM	. 14
	C.	ACCEPTANCE OF THE BID	. 15
	D.	ALTERNATES	. 16
٧.	PRO	POSAL SUPPORT DOCUMENTS	. 16
	Α.	BASIS OF AWARD (AWARD CRITERIA FIGURE)	. 16
VI.		DITIONAL DOCUMENTS TO BE EXECUTED	
	Affic	lavit Of Non-collusion	20
	SCH	HEDULE B - Joint Venture Affidavit (1 of 3)	21
	SCH	HEDULE C - Letter of Intent from MBE/WBE (1 of 2)	24
	SCH	HEDULE E - Request for Waiver from MBE/WBE Participation	28
		closure of Retained Parties	
	Per	formance and Payment Bond	31
		d Approval	
DO	сим	ENT SUBMITTAL CHECKLIST	35
EXI	HBIT	#1 COOK COUNTY PREVAILING WAGE FOR MAY 2015	36
EXI	HBIT	#2 INSURANCE REQUIREMENTS	. 42
ΕXI	HIRIT	#3 PROJECT COMMUNITY AREA MAP	46

I. INTRODUCTION

Thank you for your interest in bidding on this project, which is being undertaken by the Public Building Commission of Chicago. The Public Building Commission of Chicago (hereafter, the PBC, or Commission) is a municipal corporation with a statutory mandate to procure and award contracts for the construction of public buildings in the City of Chicago, and to oversee the construction of those public buildings until they are turned over to the user agency that will own and operate each new facility.

This is the first page of text of Book 1, which along with Book 2, Book 3, and the project drawings, comprise the PBC's construction contract. The balance of this Book 1 provides a brief description of the project, instructions for completing and submitting your bid, the bid pages, and the forms which must accompany your bid. Book 2 is the Standard Terms and Conditions of the contract. Book 3 is the Technical Specifications for the work to be performed on this project. The PBC's architect or engineer for the project will provide the drawings and other documents that may be necessary for you to bid on and/or perform the work. Each of the Books, along with the drawings and any other documents prepared by the PBC, its architect or engineer, are Contract Documents. Collectively, the Contract Documents comprise the Contract. The Contract Documents are defined in Section 1 of Book 2, Standard Terms and Conditions.

II. PROJECT INFORMATION

A. General Information

 Bids will be received by the Public Building Commission of Chicago for the following Project in accordance with the Contract Documents set forth below:

ARTHUR E. CANTY ELEMENTARY SCHOOL ANNEX & RENOVATION 3740 N PANAMA AVENUE CHICAGO, ILLINOIS 60634 PROJECT #05750

2. General Description of Scope of Work:

As further described in the detailed specifications and drawings, the project consists of construction of a new 37,750 GSF, 2-story school classroom annex located at 3740 N. Panama Avenue, including typical classrooms, K/Pre-K classrooms, admin office, computer/music classrooms, student dining and hybrid kitchen facilities. The annex will consist of a 2-story elevator connecting to the existing school. Building construction is concrete and steel frame atop spread concrete footings and an exterior envelope consisting of cold formed steel studs and masonry veneer. Site improvements comprising of a new playground adjacent to an open field along with storm water management improvements. Renovation work will include utility disconnection and preparation for relocation of the site 4-classroom modular buildings. In addition, renovations will include abatement and interior architectural renovations of the existing school's lunchroom into classroom space, fire alarm replacement along with mechanical and utility system tie-ins and upgrades. Construction will begin summer 2015 and be completed in July of 2016.

This annex to the existing building is intended to address school over-crowding within the existing facility. This annex will provide expanded program space with contiguous weather-protected connection to the existing building. The design of the new annex and site improvements strive to provide spaces which can contribute to ensuring that every child is educated and prepared for success; the ultimate goal of CPS. In order to achieve this goal, the building and site design seeks to provide a non-institutional child-centered learning environment that can foster integration and cooperation among students, encourage learning through an array of spaces and visual connections, allow for interactive play, and encourage independence of students. Importantly, the architecture should have an inherent and understandable order and offer visual cues and orientation aids for all students.

The new annex and site will be designed and constructed to achieve a minimum LEED for Schools 2009 Certified rating as defined by the U.S. Green Building Council. Requirements for green building items that are part of the LEED process will be incorporated into the drawings and specifications to provide direction to the construction team.

- Construction Budget: \$13,300,000.00 (excluding Allowances and Commission's Contract Contingency Funds).
- User Agency: Chicago Public Schools 4.
- Project is located in Ward: 36th ward
- For purposes of the community hiring requirement, "Project Community Residents" shall mean persons domiciled within the Project Community Areas as designated on "Exhibit# 3 Project Community Area Map."
- Requests for Information; send to Public Building Commission of Chicago, Attn: Ms. Patricia Montenegro, Contract Officer by (email) Patricia. Montenegro@cityofchicago.org or (fax) 312-744-3572.
- Contract Documents Available at: Springer Blueprint located at 10640 South Western Avenue, in Chicago, Illinois 60643, telephone number: 773-238-6340.
- Online Contract Documents Available at: www.springerblueprint.com (public jobs)
- 10. Pre-Bid Meeting Date, Time, and Location: Tuesday, May 19, 2015 at 11:00 a.m. in Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602.
- 11. Mandatory Technical Review Meeting for Pre-Qualified Bidders: Tuesday, May 19, 2015 at 11:30 a.m. in Board Room, Richard J, Daley Center, 50 West Washington Street, Chicago, IL 60602. An authorized representative of each pregualified bidder must be present and must sign the Technical Review Meeting attendance sheet no later than 15 minutes after the scheduled start of the meeting. Prequalified firms that do not sign-in by 11:45 a.m. will not be permitted to bid.

*NOTE: Only Pre-qualified Bidders who attend the Technical Review Meeting will be eligible to bid.

12. Bid Opening Date and Time:

Tuesday, June 2, 2015 at 11:00a.m.

13. Amount of Bid Deposit:

5% amount of bid

14. Amount of Commission's Contract Contingency: \$250,000.00

15. Document Deposit:

N/A

16. Cost for Additional Documents (per set):

At the Contractor's own expense.

17. MBE/WBE Contract Goals:

PBC: Arthur E. Canty Elementary School Annex & Renovation_Book 1

24% MBE and 4% WBE

18. Source of Funding:

Chicago Public Schools

19. Pre-Award meeting:

The Lowest Responsive and Responsible Bidder shall be required to:

- a. Attend a Pre-Award Meeting immediately following the scheduled Bid Due Date (usually the next day or 2 days after the bid opening)
- Invite representatives of all MBE/WBE sub-contractors listed on Schedule D
- c. Provide and be prepared to discuss the Schedule of Values for the project
- d. Provide a list of Pre-Award meeting attendees in advance of the meeting

B. Mandatory Project Specific Contractor Staffing Requirements

The Contractor shall assign a Project Manager and a Superintendent to the Project effective as of the date of Notice to Proceed and effective until Final Acceptance. The Project Manager and Superintendent must be at the Project Site full time from the date of commencement of construction activities through Final Completion and Acceptance of the Work (including the completion of all Punch List Work.) Project Manager and Superintendent must be separate individuals.

Friedler Construction Co. RESPONDENT: Date of Issue: May 8, 2015

Page 5 of 46

C. Time of Completion

Substantial Completion must be achieved no later than June 24, 2016.

Schedule Milestones must be completed as follows:

Schedule Descriptions	Schedule Dates
Substantial Completion: Annex	June 24, 2016
Schedule Milestone 1: Existing Building Interior Renovations	August 22, 2016
Schedule Milestone 2: Existing Modular Buildings Utility Disconnection	July 5, 2016
Schedule Milestone 3: Site Development	August 22, 2016

D. Commission's Contract Contingency

- 1. The Commission's Contract Contingency for this project is: \$250,000.00.
- 2. The Commission has established a Contract Contingency for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contract Contingency sum shall be included as an allowance in the Base Bid. In the event that any or all of the Commission's Contract Contingency remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Commission's Contract Contingency shall remain with the PBC.

E. Copies of Drawings and Specifications Furnished

The Commission will furnish to the Contractor one (1) hard copy set of Drawings and Specifications and one CD, if desired, for the execution of the Work to registered bidders only. The Contractor is responsible for obtaining additional copies at its own cost.

F. Liquidated Damages

1. The Contractor agrees that the Work must be executed regularly and diligently to ensure completion within the time specified in Paragraph C above. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time specified, or any proper extension granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of:

Schedule Descriptions	Schedule Liquidated Damage Amount	
Schedule Substantial Completion: June 24, 2016	\$1,500 per day	
Schedule Milestone 1: August 22, 2016	\$2,500 per day	
Schedule Milestone 2: July 5, 2016	\$1,500 per day	
Schedule Milestone 3: August 22, 2016	\$1,500 per day	

not as a penalty but as liquidated damages for the breach of contract occurring each and every Day that the Contractor after the time stipulated in the Contract for completing the Work.

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

G. Prevailing Wage Rates

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

RESPONDENT: Friedler Construction Co.

Page 6 of 46

III. INSTRUCTIONS FOR BIDDERS

A. Examination of Documents By Bidder

1. The Bidder shall, before submitting its bid, carefully examine all Contract Documents, including but not limited to, the Project Information, Instructions to Bidders, and Execution Documents (Book 1); Standard Terms and Conditions (Book 2); Technical Specifications (Book 3); plans; drawings; Addenda (if any); and bonds. The Bidder will be responsible for all errors in its bid resulting from failure or neglect to comply with these instructions.

The PBC requests that all questions related to this solicitation be submitted in writing via email to the attention of Patricia Montenegro at patricia.montenegro@cityofchicago.org no later than Wednesday, May 20, 2015 at 12:00 p.m.

B. Interpretations of Addenda

- 1. The Commission will not furnish oral interpretations of Contract Documents, before or subsequent to the award of a contract. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the PBC, Attn: Patricia Montenegro, Contract Officer, email; Patricia.Montenegro@cityofchicago.org or by fax 312-744-3572.
- 2. Every interpretation or revision will be in the form of an addendum to the Contract Documents and, when issued, will be on file in the office of the Commission. Although all addenda will be faxed, e-mailed, or mailed to each Bidder obtaining Contract Documents, it shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto. The Bidder's failure to acknowledge in writing any issued addenda on the Contractor's Bid page, Section IV. A. (Proposal and Execution Documents-Contractor's Bid), shall result in the Commission finding the bid non-responsive and rejecting the bid. The Commission shall not allow any Bidder to acknowledge any such addenda, in writing or orally, after Bidder has submitted its bid to the Commission.

C. Inspection of Site

- Bidder shall inspect the Site to become familiar with the conditions relating to the Work to be performed, the
 facilities involved, and the difficulties and restrictions attending the performance of this Contract. Failure of the
 Bidder to visit the Site shall not relieve or alter the Bidder's responsibility for completing the Work as required by
 the Contract Documents.
- 2. The following date has been scheduled for a site visit walk-thru:

Monday, May 18, 2015 from 9:30a.m. to 11:30a.m.

D. Pre-Qualification of Bidders

- 1. Unless otherwise indicated in Part II "Project Information", the Commission has previously issued Request for Statement of Qualifications (SOQ) to approve the qualifications of firms to perform work on the Project. Responses to the SOQ were evaluated by the Commission on the basis of the criteria set forth in the SOQ. Notice of pre-qualification has been provided by the Commission to all firms "pre-qualified", and only firms that have received notification of pre-qualification are eligible to bid on this Contract. Pre-qualified firms are eligible to bid either as the entity that was pre-qualified or as a joint venture with another firm, provided that the pre-qualified firm has a controlling interest in the joint venture.
- 2. The Commission reserves the right to take such steps as it deems necessary to determine the continuing qualifications of the Bidder to adequately perform the requirements of the Contract, and the Bidder shall furnish to the Commission all information and data requested for this purpose. Failure of the Bidder to cooperate with the Commission in its investigation or submit any additional documents requested by the Commission shall be grounds for disqualification.

E. Evidence of Continuing Qualifications of Bidder

1. The Commission reserves the right to refuse to award a Contract to any person, firm, or corporation that is in arrears or is in default to the Commission upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform faithfully any previous contract with the Commission, or any of the User Agencies on whose behalf the PBC constructs public buildings.

2. The Bidder, if requested, must present within a reasonable time, as determined by the Commission, evidence satisfactory to the Commission of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.

F. Preparation of Bid

- 1. Two (2) copies of Project Information, Instructions, and Execution Documents (Book 1) shall be prepared with original signatures and notarizations wherever required.
- 2. All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.
- 3. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies of Book 1 submitted.
- 4. When required by the Contract Documents, the Bidder may attach supporting documentation or additional information to the back of the form to which it refers.
- 5. The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration of or departure from the bid form hereto attached.
- 6. The Bid Documents shall include the following:
 - a. Contractor's Bid Form
 - b. Bid Guarantee
 - c. Basis of Award (Award Criteria)
 - d. Unit Prices
 - e. Affidavit of Non-collusion
 - f. Schedule B Joint Venture Affidavit with supporting documentation (if applicable)
 - g. Schedule C Letter of Intent from MBE/WBE
 - h. Schedule D Affidavit of General Contractor Regarding MBE/WBE Participation
 - i. Schedule E Request for Waiver from MBE/WBE Participation (if applicable)
- 7. The apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

G. Bid Deposit

- 1. The Bid must be accompanied by a "Bid Deposit" in the amount set forth in Part II.A. "General Project Information" to ensure:
 - a. Non-withdrawal of the bid after date and time of opening.
 - b. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.
- 2. The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.
- 3. The bid bonds, certified checks, or cashier's checks of unsuccessful Bidders will be returned as soon as practicable after the opening of the bids; however, the deposits of the three (3) lowest Bidders shall be retained until the Commission awards the Contract to one of them, or for any reason rejects all bids.

H. Bidder's Execution of Bid

1. The Bidder must execute the Bid in two (2) original counterparts.

of legue: May 8, 2015 RESPONDENT: Friedler Construction Co.

- 2. Bids must be submitted with original signatures in the space provided on the appropriate Part II.B. "Acceptance of the Bid." Bids not properly signed shall be rejected.
- 3. If Bidder is a corporation, the President and Secretary must execute the bid. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for said corporation.
- 4. If Bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Commission must be submitted.
- 5. If Bidder is a sole proprietorship, the sole proprietor must execute the bid.
- 6. A "Partnership," "Joint Venture," or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (1992).

I. Affidavit of Non-Collusion

1. Each Bidder shall fully execute an affidavit, in the form provided, to the effect that the Bidder has not colluded with any other person, firm, or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

J. MBE and WBE Commitments

- 1. Each Bidder, which is a MBE/Non-MBE joint venture, shall submit with its Bid a completed **Schedule D**-Affidavit of General Contractor regarding M/WBE Participation and Schedule B- Affidavit of Joint Venture (if applicable) as found in Book 2 Section 23.05a (2, 3, 4) describing the extent to which Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms will participate in the Contract:
- 2. The apparent low bidder must provide complete **Schedule C-** Letter of Intent from M/WBE to Perform as a Subcontractor, Subconsultant, or Material Supplier, including current certification letter for each MBE and WBE firm included in its bid, within 5 Days of the date set for bid opening.

K. Local Business Subcontracting Participation and Community Hiring

- 1. In order to ensure that local businesses that provide subcontracting work to General Contractors on Commission projects and residents of the project communities are provided with the opportunity to benefit from Commission contracts, the Commission requires the following:
- 1. Local Subcontracting Requirement
 - General Contractors that are Local Businesses (as defined below) are required to award 25% of the Work
 under their contract with the Commission to subcontractors that are Local Businesses.
 - b. General Contractors that are not Local Businesses are required to award 35% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
 - c. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for Non-City-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple municipalities, such as the Metropolitan Water Reclamation District, "Local Business" shall be defined in the bid documents for that project. The source of funding for the project is identified in Section II.A.18 above.
 - 2. Community Hiring Requirement. At least 7.5% of the project labor must be performed by "Project Community Residents" as defined in Section II.A.6 and included on the "Project Community Area Map" in Exhibit #3. The aggregate hours of Work to be performed by the Contractor and Subcontractors under this Contract may be complied through residents who are trade or non-trade workers. These positions may include but are not limited to trade workers, field engineer, superintendent, project manager, security, data entry clerks, schedulers, traffic monitoring personnel, and site administrative support staff. In order to comply with the Community Hiring requirement, the Contractor must hold a minimum of (2) application intake sessions in the designated Project Community as depicted on Exhibit (3) and compile an applicant database.

Date of Issue: May 8, 2015
PBC: Arthur E. Canty Elementary School Annex & Renovation_Book 1

RESPONDENT: Friedler Construction Co.
Page 9 of 46

3. {INTENTIONALLY OMITTED}

L. Disclosure of Retained Parties

1. The apparent low Bidder shall submit a fully-executed Disclosure of Retained Parties pursuant to the instructions on the document within five (5) days of receipt of notice to provide such Disclosure.

M. Submission of Bid

- 1. Two (2) copies of all bid documents with original signatures shall be enclosed in two (2) envelopes each (outer and inner), both of which shall be sealed and clearly labeled with "BID DOCUMENTS," the Contract number, name of Bidder, and date and time of opening.
- 2. Bids received prior to the advertised hour of opening will be securely kept by the Commission.
- 3. Written modifications of bids will be considered only if received prior to the time stated for receipt of Proposals. Such modifications must be submitted in a sealed envelope and marked in the same manner as a bid. IN ADDITION, the envelope must state "BID MODIFICATIONS TO SEALED PROPOSAL" on the lower left-hand corner of the envelope in which the bid modification is enclosed, so that the modification will be recognized to prevent its being opened prior to scheduled public opening of bids. Telephonic or oral modifications will not be considered. Bidders are cautioned that modifications which are not explicit and which are in any sense subject to misinterpretation shall make the bid so modified or amended subject to rejection.

N. Withdrawal of Bids before Bid Opening

1. Any Bidder may withdraw its bid by letter, facsimile, e-mail request, or by personally securing, with proper identification, the submitted bid proposal at any time prior to the time fixed for opening of bids. A telephonic request to withdraw a bid will not be considered.

O. Opening of Bids

1. At the time and place fixed for the opening of bids, the Commission will cause to be opened and publicly read aloud every bid received within the time set for receiving bids irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

P. Evaluation of Bids

- 1. The Commission reserves the right to check all calculations and to correct all extensions in case of error in order to determine the correct amount of the Total Base Bid and/or the total amount of any other schedule required.
- 2. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.
- 3. The Commission may require that the apparent low bidder and any other bidder submit a breakdown of their bids by CSI Division or other appropriate basis. The Commission may also require the apparent low bidder or any other bidder to attend a pre-award meeting to review their bids in detail.

Q. Basis of Award

1. Award will be made to the responsible Bidder submitting the Lowest Award Criteria Figure and otherwise responsive to all the requirements of the Contract Documents.

R. Performance and Payment Bond and Insurance

- 1. Each Bidder shall furnish proof of its ability to provide the bonds and insurance required by the Contract with its bid. With respect to the payment and performance bonds, a letter from the Bidder's surety affirming the surety's willingness to provide the Bidder's bonds is sufficient. With respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.
- 2. The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified in the attached Exhibit 2, insuring all operations related to the Contract. The insurance must remain in effect from the date of the Notice to Proceed until Substantial Completion of the project, during

of Issue: May 8, 2015 RESPONDENT: Friedler Construction Co.

- completion of Punch List, as well as any time the Contractor or its Subcontractors return to perform additional work regarding warranties or for any other purpose, unless otherwise noted in the requirements.
- 3. Upon approval by the Commission to award, and within five (5) days after being given notice, the successful Bidder must execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents, and evidence of the required insurance coverage.
- 4. The Performance and Payment Bond shall be in the form provided herein, in the full amount of the Contract Price and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.
- 5. The failure of the successful Bidder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within five (5) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible bidder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Bidder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Commission for a refund. Because of the difficulty of ascertaining the damage caused to the Commission, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the Commission to grant an extension to the period allowed for the bidder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.

S. Protests

- 1. The bidder shall submit any protests or claims regarding this solicitation to the office of the Commission's Executive Director. A pre-bid protest must be filed five (5) days before the bid opening date, a pre-award protest must be filed no later than ten (10) days after the bid opening date, and a post-award protest must be filed no later than ten (10) days after the award of the Contract.
- 2. All protests or claims must set forth the name and address of the protester, the contract number, the grounds for the protest or claim, and the course of action that the protesting party desires that the Executive Director take.

T. Licensing

1. In addition to all other applicable licenses and certifications, the general contractor is required to submit a copy of its (Class A) General Contractor License issued by the Department of Buildings of the City of Chicago.

U. Award Of Contract; Rejection Of Bids

- 1. Award will be made to the responsible Bidder submitting the Lowest Award Criteria Figure and otherwise responsive to all the requirements of the Contract Documents.
- 2. The Bidder agrees its bid shall remain valid for a period of up to 60 days after receipt of bid and the bid cannot be withdrawn until that time.
- 3. The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
- 4. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.

- 5. Upon award of Contract, the Commission will process the Contract for final execution.
- 6. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.

V. Alternates-Commission Discretion

{INTENTIONALLY OMITTED}

W. Project Labor Agreement

1. All Contractors must comply with the Board of Education for the City of Chicago Multi-Project Labor Agreement enacted in June 2005.

IV. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. C1568, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), c), Technical Specifications (Book 3), d), Plans and Drawings, and e). Addenda Nos. (None unless indicated here)

Addendum 001 - 5/28/2015, Addendum 002 - 6/2/2015

Further, the Contractor, having inspected the Site and become familiar with the conditions affecting the cost of the Work and with the requirements of the Contract, hereby proposes to furnish all labor, necessary tools, materials and other work necessary to perform and complete in a workmanlike manner the ARTHUR E. CANTY ELEMENTARY SCHOOL ANNEX & RENOVATION located at the Site designated as required by and in strict accordance with the Contract Documents for Total Base Bid indicated on the next page. The Total Base Bid as accepted by the Commission and awarded to the Contractor shall be the Contract Price listed on the next page.

The agreement between the parties includes not only this instrument, but also the remaining Contract Documents as described in the Standard Terms and Conditions, and all of which shall be binding on the parties hereto.

Time is of the essence of this Contract. The Contractor agrees that it will commence the performance of the Work on the date set forth in the Notice to Proceed issued by the Commission and that it will complete the Work within the time set forth in Part II "Project Information."

The Contract Price, as adjusted from time to time pursuant to the Contract Documents, shall be full compensation to the Contractor for having well and faithfully completed the Work, free and clear of all claims, liens, and charges whatsoever, of any kind or nature, and in full compliance with the Contract.

Payment for the Work will be made in the manner set forth in Book 2 the Standard Terms and Conditions.

The Contractor warrants that it has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Commission the right to terminate the Contract, or, at its discretion, to deduct from the Contract Price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to any commission payable by the Contractor upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

The Contractor, being duly sworn, deposes and says on oath that no disclosures of ownership interests have been withheld; the information provided therein to the best of its knowledge is current; and the undersigned proposes to furnish the insurance and the Performance and Payment Bond required by the Contract Documents.

RESPONDENT: Friedler Construction Co.

B. BID FORM

LINE	ITEM TO SEE THE PROPERTY OF TH		AMOUNT
1.	WORK	\$1	2,937,800
2.	COMMISSION'S CONTRACT CONTINGENCY	\$	250,000.00
3.	CAMERA EQUIPMENT ALLOWANCE	\$	75,000.00
4.	TOTAL BASE BID (1+2+3)	\$ 1	3,262,800
(See Sec	AWARD CRITERIA FIGURE tion V. Proposal Support Document, line 15 of Award Criteria Figure)	\$ 1	2,740,246

SURETY: Please specify full legal name and address of Surety:	
Liberty Mutual Insurance Company	-
175 Berkeley Street, Boston, MA 02116	-
	•

C.	ACCEPTANCE OF THE BID	
	IN WITNESS WHEREOF, the parties hereto have ca counterparts the day and year first above written.	used this instrument to be executed in two (2) original
	PUBLIC BUILDING COMMISSION OF CHICAGO Lori Ann Lypson, Secretary CONTRACTING PARTY	Mayor Rahm Emanuel, Chairman
	Contractor Name	Address
	IF A CORPORATION:	
	Name: <u>Eric M. Friedler</u> Title: <u>President</u>	
	Signature: ATTEST BY 30 40 976	Robert Brunette Secretary
	IF A PARTNERSHIP:	
	Partner (Signature)	Address
	Partner (Signature)	Address
	Partner (Signature) IF A SOLE PROPRIETORSHIP:	Address
	Signature	Address
	NOTARY PUBLIC	
	County of <u>Cook</u> State of <u>IL</u>	
	Subscribed and sworn to before me on this 2 da	y of <u>June</u> , 20 <u>15</u> .
	Notary Public Signature (SEAL)	OFFICIAL SEAL
	Commission Expires: 2/25/2018	CASSIDY H. BIRES NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Feb. 25, 2018
		- 10 - 2015
	Neal & Leroy, LLC	

RESPONDENT: Friedler Construction Co.

D. ALTERNATES

ACCEP TH COMM	<u>1E</u>	ALTERNATE DESCRIPTION	PROPOSED ALTERNATE PRICE
Yes	No	{INTENTIONALLY OMITTED}	\$

V. PROPOSAL SUPPORT DOCUMENTS

A. Basis of Award (Award Criteria Figure)

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

1. Instructions

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

Lines 2, 4 and 6 in the formula shall not be greater than fifty percent (50%) in each category for the sole purpose of determining award of the contract. Similarly, lines 8, 10 and 12 shall not be greater than ten (10%) percent in each category for the purpose of award criteria only. The fifty percent (50%) and ten percent (10%) 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 4 of BID FORM), in figures	13,262,800
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journey workers during construction of the project. (Maximum figure 0.50)	0.43
Line 3.	Multiply Line 2 by Line 1 by 0.04	228,120
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	0.5
Line 5.	Multiply Line 4 by Line 1 by 0.03	198,942
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 0.50)	0.5
Line 7.	Multiply Line 6 by Line 1 by 0.01	66,314
Line 8.	Percentage of total Journeyworker hours that the Contractor	0.05

construction of the project. (Maximum figure 0.10) Multiply Line 8 by Line 1 by 0.04 Line 9. Percentage of total Apprentice hours that the Contractor proposes to Line 10. be worked by female Apprentices during construction of the project. (Maximum figure 0.10) Multiply Line 10 by Line 1 by 0.03 Line 11. Percentage of the total Laborer hours that the Contractor proposes Line 12. to be worked by female Laborers during construction of the project. (Maximum figure 0.10) Multiply Line 12 by Line 1 by 0.01 Line 13. Summation of Lines 3, 5, 7, 9, 11, and 13 Line 14. 12,740,246 Subtract Line 14 from Line 1 (= "Award Criteria Figure") Line 15. Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$17,740,246

proposes to be worked by female Journeyworkers during the

3. Community Hiring Bonuses

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

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

Definitions

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

"Project Community Residents" means persons domiciled within the "Project Community" as defined in Section II, A.6 above.

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

4. Liquidated Damages

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

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

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

Line 1 x 04

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

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

Line 1 x 03 100

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

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:

> 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 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.

5. Reporting

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

- The classification "White" includes person of Indo-European descent.
- 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

e of Issue: May 8, 2015 RESPONDENT: Friedler Construction Co.

function with or without reasonable accommodation and other groups or other individuals found by the Public Building Commission of Chicago to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets.

6. Major Trades

Asbestos Workers

Boiler Makers

Bricklayers Carpenters Cement Masons Electricians

Elevator Construction

Glaziers Machinists Machinery Movers Ornamental Iron Workers

Lathers

Operating Engineers

Painters

Pile Driver Mechanics
Pipe Fitters/Steam Fitters

Plasterers Plumbers

Roofers Sheet Metal Workers

Sprinkler Fitters
Technical Engineers

Truck Drivers
Tuck Pointers

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

7. Trade Participation - For Information Only

The following information must be supplied by the Contractor for the purposes of evaluating figures supplied in the Award Criteria Figure formula. It is understood that these figures are estimates only and are not to be considered as limiting in any manner actual participation on the project.

Anticipated levels of minority participation, to be expressed as percentages, must be supplied for each trade, whether attributable to the Contractor's work force or any Subcontractor which will be active on this project.

TRADE PARTICIPATION
Tiling
Protective Sortacing
Roofing
HVAC

Plumbing Carpentry PERCENT OF MINORITY

0.55 3.05

6.00

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Non-collusion

STA	ATE OF ILLINOIS } }SS
CO	JNTY OF COOK }
	Eric M. Friedler, being first duly sworn, deposes and says that:
(1)	He/She is Owner
	(Owner, Partner, Officer, Representative or Agent) of Friedler Construction Co.
	the Bidder that has submitted the attached Bid;
(2)	That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
(3)	Such Bid is genuine and is not a collusive or sham bid;
(4)	Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and
(5)	The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
(6)	The Bidder is not barred from bidding as a result of having violated Illinois Criminal Code, 720 ILCS 5/33E-3 (Bidrigging), 720 ILCS 5/33E-4 (Bid rotating) or the Prevailing Wage Act, 30 ILCS 570/0.01 through 570/7.
<u>ک</u> (Sig	Ted)
	resident
(Titl	
_	
(Titl	CASSIDY H. BIRES NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Feb. 25, 2018

RESPONDENT: Friedler Construction Co.

SCHEDULE B - Joint Venture Affidavit (1 of 3)

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

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

SCHEDULE B - Joint Venture Affidavit (2 of 3)

who	are	of and participation in this Contract: Identify by name, race, sex, and "firm" those ind responsible for day-to-day management and policy decision making, including, but responsibility for:	ividuals (and their titles not limited to, those with
1.	Fina	ancial decisions	
2.	Mai	nagement decisions such as:	
	a.	Estimating	
	b.	Marketing and Sales	
	C.	Hiring and firing of management personnel	
	d.	Other	
3.	Pur	chasing of major items or supplies	
4.	Sup	pervision of field operations	
5.	Sup	pervision of office personnel	
6.	will	scribe the financial controls of the joint venture, e.g., will a separate cost center be est be responsible for keeping the books; how will the expense therefor be reimbursed; t turer to commit or obligate the other. Describe the estimated contract cash flow for ea	he authority of each join
7.		te approximate number of operational personnel, their craft and positions, and whethen majority firm or the joint venture.	er they will be employees

RESPONDENT: Friedler Construction Co.

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

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

SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation (1 of 2)

Name of Project: Arthur E. Canty Elementary School Annex & Renovation
YOUTO OT I TO JOSE
STATE OF ILLINOIS }. § SS
COUNTY OF COOK)
n connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the
President
Title and duly authorized representative of
Friedler Construction Co.
Name of General Contractor whose address is
2525 N. Elston Ave D-240
n 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		Dollar Credit Toward MBE/WBE Goals	
	Accordance with Schedule C	MBE	WBE
Oc. EUTELPRISES	ceeamic tile	\$	\$ 175,900
NUTOUS LEISURE PROPORTS	FEIT PROTECTIVE SURFACE	\$	\$ 71,778
UNDERLAND ARCHITECTURAL	WINPOWS	\$	\$ 300,000
QUBAK, INC	HVAC	\$1,570,000	\$
DRIVE CONSTRUCTION	FEAMING & DEYWALL	\$1,380,683	\$ ************************************
PIUTO CONSTRUCTION	CARPENTRY & FABRIC PAVELS	\$ 227,257	\$
The first state of the state of	CONTEST OF THE PROPERTY OF THE	\$	\$
		\$	\$
	\$3,197,940	\$ 547,678	
Percent of Total Base Bid 24.11 % 4			4,13 %

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.

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.

BA:	and the state of t
Friedler Construction Co.	Carlotte Car
Name of Contractor (Print)	Signatufe
6/2/2015	Eric M. Friedler
Date	Name (Print)
773-661-5720	
Phone	
IF APPLICABLE:	
BY:	
Joint Venture Partner (Print)	Signature
Date	Name (Print)
	MBE WBE Non-MBE/WBE
Phone/FAX	

SCHEDULE C - Letter of Intent from MBE/WBE (1 of 2) To Perform As

Subcontractor, Subconsultant, and/or Material Supplier

Name of Project:	PBC Arthur E. Canty Eler	nentary	da ya da	
Project Number;	05750			
FROM:	to o	A A DYE	WBE X	
Q.C. Enterprises, (Name of MBE or WBE	Inc E)	Mpc	WALL SHE	
	Construction and Pub			,
	ds to perform work in connection v			1
	a Sole Proprietor a Partnership		a Corporation a Joint Venture	
firm, a Schedule B, Joi The undersigned is a connection with the ab	tus of the undersigned is in addition, in the ca int Venture Affidavit, is provided. prepared to provide the following overnamed project.	se where the undersign described services	or supply the following o	lescribed goods in
Eumish and inst	all quary and ceramic life		and the control of th	Res Follower (Stories of Vancania Vanca
The above-described Contract Documents.	services or goods are offered to	or the following price,	with terms of payment a	as stipulated in the
		ak y day day day day day a san a		Settlethetheten an annual destruction and an

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, spe	cifically describe the work and subcontract dollar amount:
The contraction of the contracti	
	firm's proposed scope of work and/or payment schedule, attach
SUB-SUBCONTRACTING LEVELS O % of the dollar value of the MBE/WBE sub	contract will be sublet to non-MBE/WBE contractors.
If MBE/WBE subcontractor will not be sub-subcontractin filled in each blank above. If more than 10% percent of sublet, a brief explanation and description of the work to be	ng any of the work described in this Schedule, a zero (0) must be f the value of the MBE/WBE subcontractor's scope of work will be be sublet must be previded.
The undersigned will enter into a formal agreement for it contract with the Public Building Commission of Chicago Contract award from the Commission.	ne above work with the Bidder, conditioned upon its execution of a , and will do so within five (5) working days of receipt of a notice of
BY:	
Q.C. Enterprises, Inc.	The Commence with a second
Name of MBE/WBE Firm (Print) 06/01/2015	Signature Sandy Andrials
Date	Name (Print)
_(312)842=0230	
IF APPLICABLE; BY:	
Joint Venture Partner (Print)	Signature
Date	Name (Print) MBE WBE Non-MBE/WBE
Phone	

SCHEDULE C - Letter of Intent from MBE/WBE (1 of 2) To Perform As

Subcontractor, Subconsultant, and/or Material Supplier

Name of Project:	Arthur E. Canty Elementary	y School Annex & Renovation
Project Number:	05750 	
(Name of MBE or WBE)	ine Products, Inc	MBEWBE
(Name of Bidder)	ion Co. and Public But	ilding Commission of Chicago e above-referenced project as (check one):
a S		a Corporation a Joint Venture
firm, a Schedule B, Joint	In addition, in the case where Affidavit, is provided. pared to provide the following description.	rmed by the attached Letter of Certification, dated nere the undersigned is a Joint Venture with a non-MBE/WBE cribed services or supply the following described goods in
		Husbacing Motorial
Contract Documents. 50% Documents. BALBA BEELERA	un Payment CE Net 60 TOUNDER	following price, with terms of payment as stipulated in the

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:			
rm's proposed scope of work and/or payment schedule, attach			
ntract will be sublet to non-MBE/WBE contractors. ntract will be sublet to MBE/WBE contractors.			
any of the work described in this Schedule, a zero (0) must be se value of the MBE/WBE subcontractor's scope of work will be sublet must be provided.			
above work with the Bidder, conditioned upon its execution of a nd will do so within five (δ) working days of receipt of a notice of			
Signature Signature Name (Print)			
Signature			
Name (Print) MBE Non-MBE/WBE			

RESPONDENT. Friedler Construction Co. Date of Issue: May 8, 2015 PBC: Arthur E. Canty Elementary School Annex & Renovation_Book 1

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

Arthur E. Canty Elementary School Annex & Renovation Name of Project: 05750 Project Number: FROM: Underland Architectural Systems, Inc. MBE WBE X (Name of MBE or WBE) TO: Friedler Construction Co. 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): X ____ a Corporation _a Sole Proprietor a Joint Venture ___ a Partnership The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated in addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, Is provided. The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project. Furnish and install aluminum windows, glass, storefront The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. \$300,000.00

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, specific	ically describe the work and subcontract dollar amount:
If more space is needed to fully describe the MBE/WBE additional sheet(s).	firm's proposed scope of work and/or payment schedule, attach
SUB-SUBCONTRACTING LEVELS 0 % of the dollar value of the MBE/WBE subco	ontract will be sublet to non-MBE/WBE contractors. ontract will be sublet to MBE/WBE contractors.
If MBE/WBE subcontractor will not be sub-subcontracting filled in each blank above. If more than 10% percent of t sublet, a brief explanation and description of the work to be	any of the work described in this Schedule, a zero (0) must be the value of the MBE/WBE subcontractor's scope of work will be subject must be provided.
The undersigned will enter into a formal agreement for the contract with the Public Building Commission of Chicago, Contract award from the Commission.	above work with the Bidder, conditioned upon its execution of a and will do so within five (5) working days of receipt of a notice of
BY:	
Underland Architectural Systems, I	nc.
Name of MBE/WBE Firm (Print)	Signature Amy Phillips
6/8/2015 Date	Name (Print)
708-889-9826	
Phone	
IF APPLICABLE: BY:	
Joint Venture Partner (Print)	Signature
Date	Name (Print) MBE Non-MBE/WBE
Phone	



DEPARTMENT OF PROCUREMENT SERVICES CITY OF CHICAGO

NOV 0 8 2013

Amy Phillips
Underland Architectural Systems, Inc.
20318 Torrence Avenue
Lynwood, IL 60411

Dear Ms. Phillips:

We are pleased to inform you that Underland Architectural Systems, Inc. has been recertified as a Women Business Enterprise ("WBE") by the City of Chicago ("City"). This WBE certification is valid until 11/01/2018; 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 11/01/2014, 11/01/2015, 11/01/2016 and 11/01/2017. Please remember, you have an affirmative duty to file your No-Change Affidavit foldows 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 11/01/2018. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 09/01/2018.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your 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 WBE 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;
- File your recertification within the required time period.

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

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):

238150 - Curtain Wall, Glass, Installation

238160 - Decorative Glass and Mirror Installation

238150 - Glass Cladding (i.e., curtain wall), installation

238150 - Glass Installation (except automotive) Contractors

238150 - Glazing Contractors

238160 - Hermetically Sealed Window Unit, Commercial Type, installation

238150 - Wirror Installation

238160 - Skylight Installation

238190 - Curtain Wall, Metal, Installation

238190 - Store Front, Metal or Metal Frame, Installation

238350 - Door and Window, Prefabricated, Installation

238360 - Window Installation

238390 - Caulking (i.e., waterproofing) Contractors

238360 - Panel, Metal, Installation

327215 - Doors, Unframed Glass, Made From Purchased Glass

327215 - Insulating Glass, Sealed Units, Made From Purchased Glass

327215 - Mirrors, Framed (except automotive) or Unframed, Made from Purchased Glass

Your firm's participation on City contracts will be credited only toward Women Business Enterprise 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 and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely.

Jamle L. Rhee

Chief Procurement Officer

JLR/ha

SCHEDULE C - Letter of Intent from MBE/WBE (1 of 2) To Perform As

Subcontractor, Subconsultant, and/or Material Supplier

Name of Project:	ARTHUR E. CANTY E	LEMENTARY SCHOO	L ANNEX & RENOVATION
Project Number.	HO15750		
FROM:			
Qu-Bar, Inc. (Name of MBE or WBE	The second secon	MBE X	WBE
TO:			
(Name of Bidder)	ction and and stopped and stop	, in the second	
	Sole Proprietor		a Corporation
			a Joint Venture
12/30/2018 firm, a Schedule B, Jol	, In addition, in that Venture Affidavit, is provide	ne case where the undersig ed.	attached Letter of Gertification, dated ned is a Joint Ventura with a non-MBE/WBE or supply the following described goods in
HVAC We	ove-named project: ork per Proposal #5689	Dated 06/02/2015	
The above-described Contract Documents, One Million F	services or goods are offer	ed for the following price,	with terms of payment as stipulated in the 0/100 (\$1,590,000.00)

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:
NA	
The state of the s	NVBE firm's proposed scope of work and/or payment schedule, attach
SUB-SUBCONTRACTING LEVELS 21 % of the dollar value of the MBE/WBB 34 % of the dollar value of the MBE/WBB	E subcontract will be sublet to non-MBE/WBE contractors. E subcontract will be sublet to MBE/WBE contractors.
filled in each blank above. If more than 10% perceivablet, a brief explanation and description of the wor Qu-Bar, Inc. performs ventilation in house that understand will enter late a formal expension.	racting any of the work described in this Schedule, a zero (0) must be ent of the value of the MBE/WBE subcontractor's scope of work will be it to be sublet must be provided. a. Temp. Controls, Insulation and Test & Balance will be sublet for the above work with the Bidder, conditioned upon its execution of a cago, and will do so within live (5) working days of receipt of a notice of
Qu-Bar, Inc. Name of MBE/WEE: Firm (Print)	Signature Walter S. Choksi Name (Print)
IF APPLICABLE: BY:	
Joint Venture Partner (Print)	Signalure :
Date	Name (Print) MBE W9E Non-MBE/W9E
Phone	

SCHEDULE C - Letter of Intent from MBE/WBE (1 of 2) To Perform As

Subcontractor, Subconsultant, and/or Material Supplier

Name of Project:	Arthur E. Canty I	Elementary S	chool An	nex & Renovation
Project Number:	05750			
FROM:				
Drive Constru	 	M	BE X	WBE
(Name of MBE or WBE)				
TO:				
Friedler Construction (Name of Bidder)	etion Co. a	ınd Public Buildir	g Commissic	n of Chicago
The undersigned intende	s to perform work in conn	ection with the at	ove-referenc	ed project as (check one);
a l	Sole Proprietor	Neve	<u></u>	a Corporation
a managamanananananananananananananananana		en-	antenaniana non del conse	a Joint Venture
Aug 8, 2014	us of the undersigne In addition, ir t Venture Affidavit, is prov	n the case where	d by the the undersig	attached Letter of Certification, dated ned is a Joint Venture with a non-MBE/WBE
The undersigned is proconnection with the above	epared to provide the for ve-named project.	ollowing describe	ed services	or supply the following described goods in
American control of the control of t				
Contract Documents.				with terms of payment as stipulated in the
\$1,380,683.0	0			
			الماران	
		independentialemente processo de la contraction de la contraction de la contraction de la contraction de la co	**************************************	in person menter in is ben neur person and ever demonstrate a state of the state of

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:		
and the second s		
If more space is needed to fully describe the Mi additional sheet(s).	BE/WBE firm's proposed scope of work and/or payment schedule, attach	
SUB-SUBCONTRACTING LEVELS O % of the dollar value of the MBE/W % of the dollar value of the MBE/W	VBE subcontract will be sublet to non-MBE/WBE contractors. VBE subcontract will be sublet to MBE/WBE contractors.	
If MBE/WBE subcontractor will not be sub-subco- filled in each blank above. If more than 10% pe sublet, a brief explanation and description of the	ontracting any of the work described in this Schedule, a zero (0) must be preent of the value of the MBE/WBE subcontractor's scope of work will be work to be sublet must be provided.	
The undersigned will enter into a formal agreeme contract with the Public Building Commission of Contract award from the Commission.	ent for the above work with the Bidder, conditioned upon its execution of a Chicago, and will do so within five (5) working days of receipt of a notice of	
BY:	And the second s	
drive construction Name of MBE/WBE Firm (Print) 6/3/2015	Signature gerardo cortez Name (Print)	
708-581-7708 Phone	Hamo (r mir)	
IF APPLICABLE: BY:		
Joint Venture Partner (Print)	Signature	
Date	Name (Print) MBENon-MBE/WBE	
Phone		

RESPONDENT Friedler Construction Co. Date of Issue: May 8, 2015 PBC: Arthur E. Canty Elementary School Annex & Renovation_Book 1

SCHEDULE C - Letter of Intent from MBE/WBE (1 of 2) To Perform As

Subcontractor, Subconsultant, and/or Material Supplier

Name of Project: Arthur E. Canty Elementary School Annex & Renovation		
Project Number:	05750	
FROM: Pinto Constru (Name of MBE or WBE)	ctical Group, Tive. MBE WBE	
TO:		
Friedler Construc (Name of Bidder)	etion Co. and Public Building Commission of Chicago	
The undersigned intends	to perform work in connection with the above-referenced project as (check one):	
a S		
See Alliecturel firm, a Schedule B, Joint	s of the undersigned is confirmed by the attached Letter of Certification, dated In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE Venture Affidavit, is provided. Repared to provide the following described services or supply the following described goods in venamed project.	
Carpentry Toloric	LACTOR CONTRACTOR CONT	
Contract Documents.	ervices or goods are offered for the following price, with terms of payment as stipulated in the OO (Per proposal) OO (FAMIC PROXESAL)	

RESPONDENT: Friedler Construction Co.

Date of Issue: May 8, 2015 PBC: Arthur E. Canty Elementary School Annex & Renovation_Book 1

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

For any of the above items that are partial pay items, spe	ecifically describe the work and subcontract dollar amount:
If more space is needed to fully describe the MBE/WB additional sheet(s).	E firm's proposed scope of work and/or payment schedule, attach
SUB-SUBCONTRACTING LEVELS % of the dollar value of the MBE/WBE su % of the dollar value of the MBE/WBE su	bcontract will be sublet to non-MBE/WBE contractors. bcontract will be sublet to MBE/WBE contractors.
If MBE/WBE subcontractor will not be sub-subcontractifilled in each blank above. If more than 10% percent of sublet, a brief explanation and description of the work to	ing any of the work described in this Schedule, a zero (0) must be of the value of the MBE/WBE subcontractor's scope of work will be be sublet must be provided.
The undersigned will enter into a formal agreement for contract with the Public Building Commission of Chicag Contract award from the Commission. BY: Into Construction Croop Name of MBE/WBE Firm (Print) Date Phone IF APPLICABLE:	the above work with the Bidder, conditioned upon its execution of a o, and will do so within live (5) working days of receipt of a notice of Signature Name (Print)
BY:	
Joint Venture Partner (Print) Date	Signature Name (Print) MBE WBE Non-MBE/WBE
Phone	Management Committee Commi



DEPARTMENT OF PROCUREMENT SERVICES CITY OF CHICAGO

AUG 25 2014

Sandra Andritsis Q.C. Enterprises, Inc. 2722 South Hillock Ave Chicago, IL 60608

Dear Sandra Andritsis:

We are pleased to inform you that Q.C. Enterprises, Inc. has been recertified as a Women-Owned Business Enterprise ("WBE") by the City of Chicago ("City"). This WBE certification is valid until 8/1/2019; 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 8/1/2015, 8/1/2016, 8/1/2017, and 8/1/2018. 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 8/1/2019. 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 6/1/2019.

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. Fallure 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 **WBE** 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;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

- 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):

236220 - Construction management, commercial and institutional building

238330 - Flooring Contractors

238340 - Terrazzo and tile refinishing

423840 - Industrial supplies (except disposable plastics, paper) merchant

wholesalers

423850 - Janitorial equipment and supplies merchant wholesalers

424130 - Cups, paper and disposable plastics, merchant wholesalers

424130 - Dishes, paper and disposable plastics, merchant wholesalers

424130 - Eating utensils, disposable plastics, merchant wholesalers

424130 - Napkins, paper, merchant wholesalers

561720 - Janitorial Services

Your firm's participation on City contracts will be credited only toward **Women-Owned Business Enterprise** 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 and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

Jamie L. Rhee

Chief Procurement Officer

1l R/mm



OCT 1 5 2014

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

Moira Staggs Nutoys Leisure Products, Inc. 915 West Hillgrove Lagrange, Illinois 60525

Dear Ms. Staggs:

We are pleased to inform you that **Nutoys Leisure Products**, **Inc.** has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until 11/01/2019; 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 11/01/2015, 11/01/2016, 11/01/2017, and 11/01/2018. 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 11/01/2019. 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 09/01/2019.

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/WBE/BEPD** 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:

Distributor of Playground Equipment, Outside Furniture and Services

NAICS Code(s):

423210 - Outdoor Furniture Merchant Wholesalers

423910 - Playground Equipment and Supplies Merchant Wholesalers

Your firm's participation on City contracts will be credited only toward **Women-Owned Business Enterprise** 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 and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

Jamie L. Rhee

Chief Procurement Officer

JLR/es



DEPARTMENT OF PROCUREMENT SERVICES

AUG - 8 2014

CITY OF CHICAGO

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

Dear Mr. Cortez:

We are pleased to inform you that **Drive Construction**, **Inc.** has been recertified as a **Minority Business Enterprise** ("MBE") by the City of Chicago ("City"). This **MBE** certification is valid until **02/01/2017**; 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 filling 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 02/01/2015 and 02/01/2016. 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 02/01/2017. 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 12/01/2016.

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):

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

238220 - Plumbing Contractors

238310 - Drywall and Insulation Contractors

238320 - Painting & Wall Covering Contractors

238330 - Flooring Contractors

238340 - Marble, Granite and Slate, Interior, Contractors

238350 - Carpentry Work (except framing)

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise** 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 and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely

Jamie L. Rhee

Chief Procurement Officer

JLR/sl



DEPARTMENT OF PROCUREMENT SERVICES CITY OF CHICAGO

LJAN @ 7 2014

Niranjan S. Choksi Qu-Bar, Inc. 4149 W. 166th St. Oak Forest, IL 60452

Dear Mr. Choksi:

We are pleased to inform you that Qu-Bar, Inc. has been recertified as a Minority Business Enterprise (MBE) by the City of Chicago ("City"). This MBE certification is valid until 12/30/18; 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 12/30/2014, 12/30/2015, 12/30/2016, and 12/30/2017. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five-year certification will expire on 12/30/2018. You have an affirmative duty to file for recertification 60 days prior to the date of the five-year anniversary date. Therefore, you must file for recertification by 10/30/2018.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your 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):

238220 — Heating Contractors

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise** 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 Business Enterprise (MBE) Program.

Sincerely,

Chief Procurement Officer

JLR/tma



DEPARTMENT OF PROCUREMENT SERVICES CITY OF CHICAGO

NOV 06 2013

Richard Pinto Pinto Construction Group, Inc. 7225 W. 105th St. Palos Hills, IL 60465

Dear Mr. Pinto:

We are pleased to inform you that Pinto Construction Group, Inc. has been certified as a Minority Business Enterprise ("MBE") by the City of Chicago ("City"). This MBE certification is valid until 11/01/2018; 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 11/01/2014, 11/01/2015, 11/01/2016, and 11/01/2017. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 11/01/2018. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 09/01/2018.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your 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):

541511 - Custom Computer Programming Services

238130 - Building Framing (except structural steel)

238130 - Carpentry, Framing

238130 - Ceiling Beam, Wood, Installation

238130 - Foundation, Building, Wood, Contractors

238130 - Framing Contractors

238130 - Permanent Wood Foundation Installation

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

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238130 - Post Frame Contractors
238130 - Prefabricated Wood Frame Component (e.g., trusses) Installation
238130 - Roof Truss Installation
238130 - Sheathing, Wood, Installation
238130 - Steel Framing Contractors
238130 - Stud Wall (e.g., wood, steel) Installation
238130 - Wall Component (i.e., exterior, interior), Prefabricated, Installation
238130 - Wood Frame Component (e.g., truss) Fabrication On Site
238190 - Epoxy Application Contractors
238190 - Metal Furring Contractors
238190 - Stairway, Metal, Installation
238190 - Store Front, Metal or Metal Frame, Installation
238310 - Acoustical Ceiling Tile and Panel Installation
238310 - Acoustical Foam (i.e., sound barrier) Installation
238310 - Building Insulation Contractors
238310 - Celling Tile Installation
238310 - Drywall Contractors
238310 - Drywall Finishing (e.g., sanding, spackling, stippling, taping, texturing)
238310 - Drywall Hanging
238310 - Drywall Installation
238310 - Finishing Drywall Contractors
238310 - Gypsum Board Installation
238310 - Insulation Contractors
238310 - Taping and Finishing Drywall
238320 - Bridge Painting
238320 - Paint and Wallpaper Stripping
238320 - Painting (except roof) Contractors
238320 - Painting and Walipapering
238320 - Paperhanging and Removal Contractors
238320 - Wall Covering or Removal Contractors
238320 - Walipaper Hanging and Removal Contractors
238320 - Wallpaper Stripping
238350 - Carpenters (except framing)
238350 - Carpentry Work (except framing)
238350 - Finish Carpentry
238350 - Millwork Installation
238350 - Molding or Trim, Wood or Plastic, Installation
238350 - Stairway, Wood, Installation
238350 - Trim and Finish Carpentry Contractors
238350 - Window and Door (residential-type) of Any Material, Prefabricated, Installation
238350 - Window Installation
238350 - Window, Wood, Installation
238990 - Sign, Building, Erection
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Your firm's participation on City contracts will be credited only toward Minority Business Enterprise 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 and Women-Owned Business Enterprise (MBEWBE) Program.

Sincerely

Jarnie L. Rhee

Chief Procurement Officer

/I[R//la

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date:	
Erin Lavin Cabonargi, Exp Public Building Commissi Richard J. Daley Center 50 W. Washington Street Chicago, IL 60602	on of Chicago
Dear Mrs. Cabonargi:	
RE: Contract No.	
Project Title:	
provisions. The undersiq certified as MBE/WBE to the Minority/Women Bus	ction 23.01.7, the undersigned hereby requests a waiver/partial waiver from the MBE/WBI gned certifies that it/we has/have been diligent in our attempt to identify potential subcontractor perform work in this project, that such efforts have not been successful, and that it/we cannot meetiness Enterprise contract goal. These efforts are described below and are consistent with the visions of the MBE/WBE Program as detailed in Section 23.01.7 as follows:
Documentation attached:	yes no provided above, we request consideration of this waiver request.
Sincerely,	France, 100 10 10 10 10 10 10 10 10 10 10 10 10
full	2
Signature	
Print Name	
Title	
Name of Firm	
Title Name of Firm	·

Disclosure of Retained Parties

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

A. Definitions and Disclosure Requirements

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

B. Certification

Cor	itracto	tor hereby certifies as follows:	
1.	This	s Disclosure relates to the following transaction: Project #05750	
	a.	Description of goods or services to be provided under Contract General Contracting	
2.	Nam	me of Contractor:_Friedler Construction Co.	
3.	EAC	CH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with res nection with the contract or lease is listed below. Attach additional pages if necessary.	pect to or in
	Che	eck here if no such persons have been retained or are anticipated to be retained: N/A	
<u>.</u>	_:	d Dauties	

Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)
			100-11-11
- Control and Control			

Date of Issue: May 8, 2015

PBC: Arthur E. Canty Elementary School Annex & Renovation_Book 1

Page 29 of 46

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

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

Chale	6/2/2015
Signature	Date
Eric M. Friedler	President
Name (Type or Print)	Title
Subscribed and sworn to before me this 2 day of June , 20 15 Notary Public	(SEAL)
Commission expires: 2/25/2018 OFFICIAL SE CASSIDY H. E NOTARY PUBLIC, STATE My Commission Expires I	BIRES (

RESPONDENT: Friedler Construction Co.

Date of Issue: May 8, 2015
PBC: Arthur E. Canty Elementary School Annex & Renovation_Book 1

Contract No. C1568

PERFORMANCE AND PAYMENT BOND

Contract No.

Bond No. 84C002162

C1568

KNOW AT	I MEN BY THESE PRESENT	S, that we, FRIEDLER CONSTRUCTION, CO. a Corporation
organized a	ind existing under the laws of the	e State of <u>Illinois</u> , with offices in the <u>City of Chicago</u> , <u>State of</u>
Illinois, as	Corporate	_Principal, and
Liberty M	lutual Insurance Company	
10 South	Riverside Plaza, Suite 300	
Chicago	, IL 60606	
a corporation	on organized and existing under	the laws of the State ofMA, with offices in the State of
* Illinois	*, as Surety, are held and fir	mly bound unto the Public Building Commission of Chicago,
hereinafter	called "Commission", in the per	nal sum of THIRTEEN MILLION TWO HUNDRED SIXTY-
TWO THO	USAND EIGHT HUNDRED D	OLLARS AND NO CENTS for the payment of which sum well
and truly to	be made, we bind ourselves, o	our heirs, executors, administrators, and successors, jointly and
severally, f	irmly by these presents.	
The conditi	ion of this obligation is such th	at whereas the Principal entered into a certain Contract, hereto
attached, v	vith the Commission, dated Ju	une 9, 2015, for the fabrication, delivery, performance and

Arthur E. Canty Elementary School Annex & Renovation

3740 Panama Avenue

Chicago, IL 60634

installation of:

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

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

Contract No. C1568

all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit of any and all subcontractors and other persons furnishing materials, labor, facilities, or services to the Principal or for the performance by the Principal of said Contract with the Commission as originally executed by said Principal and the Commission or as thereafter modified, and that any such subcontractor or persons furnishing labor, materials, facilities, or services may bring suit on this Bond, or any undertaking herein contained, in the name of the Commission against the said Principal and Surety or either of them.

It is expressly understood and agreed that this Bond, in the penal sum of <u>THIRTEEN MILLION TWO</u> <u>HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS</u> shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

Contract No. C1568

IN WITNESS WHEREOF, the above bounden p	parties have executed this instrument under their several
seals this June 16, 2015 , the name and c	orporate seal of each corporate party being hereto affixed
and these presents duly signed by its undersign	ed representative pursuant to authority of its governing
body.	
WITNESS:	
Merena Brollow	BY (Seal)
Name Theresa Bradley	Individual Principal
2525 N. Elstan Ave D-240	(Seal)
Business Address	Individual Principal
Chicago Illinois City State	
CORPORATE SEAL	
CORPORATE SEAL	
ATTEST:	FRIEDLER CONSTRUCTION, CO. Corporate Principal
Q X B RA	Corporate Trinespar
BY	BY CLEAN TO THE STATE OF THE ST
Secretary	President
Title	Title
	Liberty Mutual Insurance Company
O: Walin	Corporate Surety
BY SIMM SWIM	I A A A
10 South Riverside Plaza, Suite 300, Chicago, IL 60606, 847-396-7132	Title Jennifer L. McComb, Attorney-in-Fact
Business Address & Telephone	CORPORATE SEAL
•	
FOR CLAIMS (Please Print): Contact Name: John Moriarty	
	O.: 4- 200 Ohiooma II 60606
Business Address: 10 South Riverside Plaza,	Suite 300, Chicago, IL 60606
Telephone: 847-396-7132	Fax: 866-548-6573
The rate of premium of this Bond is \$\frac{12.24/\\$7}{77,233}.	40/\$5.87/\$5.36/\$4.90 per thousand. ** 00 **
* The current nower of attorney for the persons	who sign for any surety company shall be attached to this
-	d certified with a "first-hand signature" by an officer of the
surety. The Commission will not accept a facsim	•
** Must be filled in by the Corporate Surety.	
induction in of the corporate parety.	

Contract No. C1568

BOND APPROVAL

ВУ		
Secretary,		
Public Building Commission of Chic	eago	
CERT	TIFICATE AS TO CORPORATE SEAL	
	, certify that I am the	
	, corporation named as Principal in the	e foregoing performance and
payment bond, that	who signed o	on behalf of the Principal was
then	of said corporation; that I kno	ow this person's signature, and
the signature is genuine; and that the corporation by authority of its govern	ne Bond was duly signed, sealed, and atte ning body.	ested, for and in behalf of said
Dated thisday of,		

Date/Time Printed: 6/10/2015 4:58 PM 05750_03_08_12_01 PPB_PBC_PXM_C1568_Canty_P&P Bond.20150610.doc

CORPORATE SEAL

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6574210

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of
the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company
is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute
and appoint, Bonnie Kruse; Dawn L. Morgan; Elaine G. Marcus; James I. Moore; Jennifer J. McComb; Kelly A. Gardner; Mary Beth Graff; Melissa
Schmidt; Peggy Faust; Stephen T. Kazmer; Tariese M. Pisciotto

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed _day of _ May 2014 thereto this 13th American Fire and Casualty Company

1010 1912 1991

CONTRACTOR OF STREET

OF

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this 13th day of May

interest rate or residual value guarantees

Not valid for mortgage, note, Ioan, letter of credi

2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written. na.

COMMONWEALTH OF PENNSYLVANIA Notarial Seel

Torcsa Pastelle, Notery Public Flymouth Twp., Monigonery County My Commission Expires March 25, 2017

Morphoc Pounsulvania Association of Notaries

Teresa Pastella Notary Public

The Ohio Casualty Insurance Company Liberty Mutual Insurance Company

West American Insurance Company

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

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

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

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this $16 au h_{ ext{day of}}$







148 of 200

State of Illinois}
} ss.
County of Dupage }

On <u>June 16, 2015</u>, before me, Kelly A. Gardner, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared <u>Jennifer J. McComb</u> known to me to be Attorney-in-Fact of <u>Liberty Mutual Insurance Company</u> the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires May 13, 2016

Kelly A. Gardner, Notary Public

OFFICIAL SEAL
KELLY A GARDNER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/13/18

Document Submittal Checklist

Two originals of the following documents are required at the time of bid opening. Please ensure that you have completed the forms and indicate such by placing an "X" next to each completed item:

1. <u>X</u>	Contractor's Bid
2. <u>X</u>	Bid Guarantee
3. <u>x</u>	Acceptance of the Bid
4. <u>X</u>	Basis of Award (Award Criteria)
5. <u>X</u>	Unit Prices (If applicable)
6. <u>X</u>	Affidavit of Non-Collusion
7. <u>N/A</u>	Schedule B – Affidavit of Joint Venture (if applicable)
8. <u>X</u>	Schedule C – Letter of Intent from MBE/WBE
9. <u>X</u>	Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
10. <u>N/A</u>	Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
11. <u>X</u>	Proof of Ability to Provide Bond
12. <u>X</u>	Proof of Ability to Provide Insurance
13. <u>x</u>	General Contractor's License
14. <u>X</u>	Disclosure of Retained Parties (The apparent low and the apparent 2 nd low bidder must submit a fully executed Disclosure of Retained Parties within 5 days after bid opening).

EXHIBIT #1 Cook County Prevailing Wage for May 2015

(See explanation of column	hea	adings	s a	t bottom	of wages	s)
Trade Name	RG	TYP	С	Base	FRMAN	М

(See explanation of column headings at bottom of wages)						
	TYP C Base	FRMAN M-F>8	OSA OSH H/W	Pensn Vac	Trng	
ASBESTOS ABT-GEN		38.700 1.5	1.5 2.0 13.78			
ASBESTOS ABT-MEC		37.600 1.5	1.5 2.0 11.17			
BOILERMAKER		49.760 2.0	2.0 2.0 6.970			
BRICK MASON		46.840 1.5	1.5 2.0 9.850	13.60 0.000	1.030	
CARPENTER	ALL 43.350	45.350 1.5	1.5 2.0 13.29	13.75 0.000	0.630	
CEMENT MASON	ALL 43.100	45.100 2.0	1.5 2.0 12.70	13.24 0.000	0.450	
CERAMIC TILE FNSHER	BLD 35.810		1.5 2.0 10.55			
COMM. ELECT.		41.800 1.5	1.5 2.0 8.420			
ELECTRIC PWR EQMT OP		51.100 1.5	1.5 2.0 10.76			
ELECTRIC PWR GRNDMAN		51.100 1.5 51.100 1.5	1.5 2.0 8.390 1.5 2.0 10.76			
ELECTRIC PWR LINEMAN ELECTRICIAN		47.000 1.5	1.5 2.0 10.76			
ELEVATOR CONSTRUCTOR		57.150 2.0	2.0 2.0 13.57			
FENCE ERECTOR		37.840 1.5	1.5 2.0 13.01			
GLAZIER		41.500 1.5	2.0 2.0 12.49	15.99 0.000	0.940	
HT/FROST INSULATOR		50.950 1.5	1.5 2.0 11.47	12.16 0.000	0.720	
IRON WORKER	ALL 43.000	45.000 2.0	2.0 2.0 13.45	20.65 0.000	0.350	
LABORER		38.750 1.5	1.5 2.0 13.78	10.12 0.000	0.500	
LATHER		45.350 1.5	1.5 2.0 13.29			
MACHINIST		46.850 1.5	1.5 2.0 6.760			
MARBLE FINISHERS		32.970 1.5	1.5 2.0 9.850			
MARBLE MASON		45.960 1.5	1.5 2.0 9.850 1.5 2.0 13.78			
MATERIAL TESTER I MATERIALS TESTER II	ALL 28.000 ALL 33.000		1.5 2.0 13.78			
MILLWRIGHT		45.350 1.5	1.5 2.0 13.70			
OPERATING ENGINEER	BLD 1 47.100		2.0 2.0 17.10			
OPERATING ENGINEER	BLD 2 45.800		2.0 2.0 17.10			
OPERATING ENGINEER	BLD 3 43.250		2.0 2.0 17.10	11.80 1.900	1.250	
OPERATING ENGINEER	BLD 4 41.500	51.100 2.0	2.0 2.0 17.10	11.80 1.900	1.250	
OPERATING ENGINEER	BLD 5 50.850		2.0 2.0 17.10			
OPERATING ENGINEER	BLD 6 48.100		2.0 2.0 17.10			
OPERATING ENGINEER	BLD 7 50.100		2.0 2.0 17.10			
OPERATING ENGINEER	FLT 1 52.450		1.5 2.0 16.60			
OPERATING ENGINEER OPERATING ENGINEER	FLT 2 50.950 FLT 3 45.350		1.5 2.0 16.60 1.5 2.0 16.60			
OPERATING ENGINEER	FLT 4 37.700		1.5 2.0 16.60			
OPERATING ENGINEER	FLT 5 53.950		1.5 2.0 16.60			
OPERATING ENGINEER	FLT 6 35.000		1.5 2.0 16.60			
OPERATING ENGINEER	HWY 1 45.300		1.5 2.0 17.10	11.80 1.900	1.250	
OPERATING ENGINEER	HWY 2 44.750	49.300 1.5	1.5 2.0 17.10	11.80 1.900	1.250	
OPERATING ENGINEER	HWY 3 42.700		1.5 2.0 17.10			
OPERATING ENGINEER	HWY 4 41.300		1.5 2.0 17.10			
OPERATING ENGINEER	HWY 5 40.100		1.5 2.0 17.10			
OPERATING ENGINEER	HWY 6 48.300 HWY 7 46.300		1.5 2.0 17.10 1.5 2.0 17.10			
OPERATING ENGINEER ORNAMNTL IRON WORKER		46.400 2.0	2.0 2.0 17.10			
PAINTER		45.500 1.5	1.5 1.5 10.75			
PAINTER SIGNS		38.090 1.5	1.5 1.5 2.600			
PILEDRIVER		45.350 1.5	1.5 2.0 13.29			
PIPEFITTER		49.000 1.5	1.5 2.0 9.000			
PLASTERER		44.790 1.5	1.5 2.0 11.40	12.19 0.000	0.650	
PLUMBER		48.650 1.5	1.5 2.0 13.18			
ROOFER		43.100 1.5	1.5 2.0 8.280			
SHEETMETAL WORKER		44.850 1.5	1.5 2.0 10.48			
SIGN HANGER		33.810 1.5	1.5 2.0 4.850 1.5 2.0 11.75			
SPRINKLER FITTER		51.200 1.5 44.070 2.0	2.0 2.0 11.75			
STEEL ERECTOR STONE MASON		46.840 1.5	1.5 2.0 9.850			
SURVEY WORKER> NOT			00 37.750 1.5		.97 9.930 0.000 0.500	
TERRAZZO FINISHER	BLD 37.040		1.5 2.0 10.55			
TERRAZZO MASON		43.880 1.5	1.5 2.0 10.55			
TILE MASON	BLD 42.840	46.840 1.5	1.5 2.0 10.55			
TRAFFIC SAFETY WRKR		34.350 1.5	1.5 2.0 6.550			
TRUCK DRIVER E	ALL 1 33.850	34.500 1.5	1.5 2.0 8.150	8.500 0.000	0.150	

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E ALL 2 34.100 34.500 1.5
                                                 1.5 2.0 8.150 8.500 0.000 0.150
TRUCK DRIVER
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                    E ALL 3 34.300 34.500 1.5
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                                                  1.5 2.0 6.500 4.350 0.000 0.000
                    W ALL 4 33.100 33.100 1.5
TRUCK DRIVER
                       BLD 42.800 43.800 1.5 1.5 2.0 8.180 12.66 0.000 0.650
TUCKPOINTER
Legend: RG (Region)
TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers) C (Class)
Base (Base Wage Rate)
FRMAN (Foreman Rate)
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
OSA (Overtime (OT) is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)
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Explanations COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

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

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication

and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

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

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 78 Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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

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

- Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.
- Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.
- Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

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

- Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.
- Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.
- Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.
- Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

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

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

EXHIBIT #2 Insurance Requirements

Construction Board of Education (CBOE) C 1568 Arthur E. Canty Elementary School Annex & Renovation

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

INSURANCE TO BE PROVIDED

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

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

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. Contractor and all subcontractors of every tier will specifically name the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago as Additional Insured using the latest version of the ISO CG2010 and CG2037. Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two year completed operations periods. Coverage will include a waiver of subrogation as required below.

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

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago are to be named as Additional Insured on a primary, non-contributory basis.

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

4) Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than \$5,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

Date of Issue: May 8, 2015 RESPONDENT: Friedler Construction Co.

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

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

5) Professional Liability

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

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

6) Builders Risk

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

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

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

B. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago will not contribute with insurance provided by the Contractor under the Contract.

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

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

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

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

Contractor must submit the following at the time of award:

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

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

EXHIBIT #3 Project Community Area Map

TO BE DETERMINED

RESPONDENT: Friedler Construction Co.

Date of Issue: May 8, 2015 PBC: Arthur E. Canty Elementary School Annex & Renovation_Book 1

City of Chicago Department of Buildings General Contractor's Licenses

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

FRIEDLER CONSTRUCTION COMPANY 2525 N ELSTON AVENUE 240-D CHICAGO IL 60647-

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04353

CERTIFICATE NUMBER: GC04353-12

FEE:

\$ 2000

DATE ISSUED:

03/04/2015

DATE EXPIRES:

04/29/2016

THIS LICENSE IS NON-TRANSFERABLE

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

Rahm Emanuel

Mayor

Felicia S Davis

Commissioner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2015

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

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

Certificate floider in fled t	or castronasicomenta		
PRODUCER		CONTACT NAME: Kevin DelToro	
HUB International Midwes	t Limited	PHONE (A/C, No, Ext):630-468-5600 FAX (A/C, No):6	30-468-5696
601 Oakmont Lane Suite 400		E-MAIL ADDRESS:Kevin.DelToro@hubinternational.com	
Westmont IL 60559		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A :First Mercury Insurance Company	10657
INSURED	FRIECON-02	INSURER B :Acuity Insurance	14184
Friedler Construction Co.		INSURER C: Lexington Insurance Company	19437
2525 N. Elston Ave. #D-24	40	INSURER D: Travelers Property Casualty Company	25674
Chicago IL 60647		INSURER E :Starr Indemnity and Liability	38318
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1900137087 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUB		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		GACGL000000323303	12/31/2014	12/31/2015	EACH OCCURRENCE DAMAGE TO RENTED	\$1,000,000
	X COMMERCIAL GENERAL LIABILITY					PREMISES (Ea occurrence)	\$100,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$Excluded
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
1	GEN'L AGGREGATE LIMIT APPLIES PER:				Ì	PRODUCTS - COMP/OP AGG	\$2,000,000
	POLICY X PRO- JECT LOC					Policy Aggregate	\$5,000,000
В	AUTOMOBILE LIABILITY		X81311	10/20/2014	10/20/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$
A	X UMBRELLA LIAB X OCCUR		NYEX000003718401	12/31/2014	12/31/2015	EACH OCCURRENCE	\$10,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$10,000,000
	DED X RETENTION \$10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU- OTH- TORY LIMITS ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	İ			E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$
CDE	Pollution Leased & Rented Equipment Builders Risk		CPO24207011 QT6606380L770 SICON1000703172	5/31/2015 12/31/2014 6/17/2015	5/31/2016 12/31/2015 5/17/2016	Limit:	\$2,000,000 \$55,000 13,262,800

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

RE: C 1568 Arthur E. Canty Elementary School Annex & Renovation

The following are/is included as additional insureds under Automobile Liability and General Liability, on a primary and non-contributory basis, when agreed in a written contract, subject to policy terms, conditions and exclusions. Umbrella follows form.

Public Building Commission of Chicago the Board of Education of the City of Chicago

the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives.

See Attached...

CER	TI	FIC	ATE	HOL	_DER

CANCELLATION

Public Building Commission Procurement Department Richard J. Daley Center, Room 200 Chicago IL 60602-0000

ok eryan 6/22/15

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

whalf ahler

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AGENCY CUSTOMER ID:	FRIECON-02
LOC #:	

ACORD®

ADDITIONAL REMARKS SCHEDULE

Page _{1___} of _1__

AGENCY HUB International Midwest Limited		NAMED INSURED Friedler Construction Co. —2525 N. Elston Ave. #D-240			
POLICY NUMBER		– 2525 N. Elston Ave. #D-240 Chicago IL 60647			
TODOTHORDER		Chicago il 60647			
CARRIER	NAIC CODE	EFFECTIVE DATE:			
ADDITIONAL REMARKS		LIT LOTTE DATE.			
	DD FORM				
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC FORM NUMBER: 25 FORM TITLE: CERTIFICATE C	DE LIABILIT	Y INSURANCE			
	tomobile Lia	bility in favor of the additional insureds listed, when agreed in a prella follows form.			
written contract, subject to policy terms, conditions and exci [usions. Onic	orelia follows form.			



CERTIFICATE OF LIABILITY INSURANCE

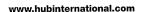
DATE (MM/DD/YYYY) 05/28/2015

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

REPRESENTATIVE OR PRODUCER, AN	D TH	IE CE	RTIFICATE HOLDER.				,,	
IMPORTANT: If the certificate holder is the terms and conditions of the policy,	cert	ain p	olicies may require an en	olicy(ies) must dorsement. A s	be endorsed. tatement on th	If SUBROGATION IS WAnis certificate does not co	IVED, subject to nfer rights to the	
certificate holder in lieu of such endors PRODUCER	eme	ni(s)		CONTACT Andre	ew P Varga			
Andrew P Varga					3) 364-0500	FAX (A/C, No);	708) 364-4481	
10600 W 143rd St				E-MAIL ADDRESS: avarg				
Orland Park, IL 60462					SURER(S) AFFORE		NAIC#	
			}	INSURER A : Ameri	19275			
INSURED				INSURER B:	oan ranny mar			
Friedler Construction Inc			<u> </u>	INSURER C:				
2525 N Elston Ave Ste D240			<u> </u>	INSURER D:				
Chicago, IL 60647				INSURER E :				
				INSURER F:				
COVERAGES CERT	rific	ATE	NUMBER:	······································		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED, NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY I EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.	UIRE PERT OLICI	MENT AIN, ES. LI	T, TERM OR CONDITION O THE INSURANCE AFFORDE	F ANY CONTRAC D BY THE POLIC EN REDUCED BY	OT OR OTHER CIES DESCRIBE PAID CLAIMS.	DOCUMENT WITH RESPECT	T TO WHICH THIS	
NSR LTR TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
AUTOMOBILE LIABILITY							\$	
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☐ HIRED AUTOS ☐ NON-OWNED AUTOS							\$	
							\$	
GENERAL LIABILITY							\$	
COMMERCIAL GENERAL LIABILITY						1 Titaliana (in a second respective respecti	\$	
CLAIMS-MADE CCCUR							\$ \$	
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POLICY PROJECT LOC UMBRELLA LIAB OCCUR							\$	
EXCESS LIAB CLAIMS-MADE							\$	
DED RETENTION \$				1			\$ \$	
WORKERS COMPENSATION						☐ WC STATU- TORY LIMITS ☐ OTHER	<u> </u>	
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE			10 VERGEO 00	0.4/0.4/0.4/5	04104/0040		\$ 1,000,000	
ANY PROPRIETOR/PARTNER/EXECUTIVE Y ANY MARKET ANY PROPRIETOR/PARTNER/EXECUTIVE Y (Mandatory in NH)	N/A		12-XE5076-90	04/01/2015	04/01/2016		\$ 1,000,000	
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC C 1568 Arthur E. Canty Elementar	CLES (Attach	ACORD 101, Additional Remarks So	chedule, if more space	is required)			
C 1900 Attriul E. Ganty Elemental	y O	,,,,,,	TAINER OF TENOVOLOTI					
CERTIFICATE HOLDER				CANCELLATIO	N			
Public Building Commission Procurement Department, Richard J. Daley Center, Room 200,				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
Chicago, IL 60602,			JUN Jan	Authorized Repr Andy Varga		O ACORD CORRODATION	All white and	

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD





601 Oakmont Lane Suite 400 Westmont, IL 60559 Telephone 630/468-5600

Public Building Commission of Chicago 50 W. Washington Street, Room 200 Chicago, IL 60602

June 2, 2015

Re: <u>Friedler Construction Company</u> Chicago, IL

To Whom It May Concern:

Hub International Midwest, together with Liberty Mutual Insurance Company, have had an established Bond Program in place for Friedler Construction Company since 2013. During that time, we have issued bid and/or performance bonds in the \$30 million range for single projects as part of aggregate work programs exceeding \$60 million. Our established bond program is established to satisfy the day-to-day bonding needs of Friedler Construction Company.

Please understand that our established Bond Program and this letter do not represent a commitment to provide a bond for any specific project but does offer a brief history of our exemplary relationship with Eric Friedler and Friedler Construction Company and their ability to bond past projects. Please note that any specific bond request and its related underwriting decision will be based upon the available and current underwriting information at the time a specific bond request is made.

We offer our highest recommendation to you of our valued client, Friedler Construction Company.

Sincerely,

Jennifer McComb

Surety Account Administrator