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TO BE EXECUTED IN DUPLICATE

BOOK 1:

PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS

CONTRACT NO. C1580

**EMILIANO ZAPATA ACADEMY ANNEX
2728 SOUTH KOSTNER AVENUE
CHICAGO, IL 60623
PROJECT #05055**

PUBLIC BUILDING COMMISSION OF CHICAGO



**Mayor Rahm Emanuel
Chairman**

**Carina E. Sánchez
Executive Director**

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

ISSUED FOR BID ON 7/28/2017

Any Contract entered into as a result of this bid process is governed by: All Volumes (as applicable) of 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.

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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 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 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

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

CONTRACT NO. C1580

**EMILIANO ZAPATA ACADEMY ANNEX
2728 SOUTH KOSTNER AVENUE
CHICAGO, IL 60623
PROJECT #05055**

2. General Description of Scope of Work:

The project consists of site remediation work and construction of an approximately 35,000 gross square feet, 2-story annex to the existing Emiliano Zapata Academy. The project site is located at 2728 S. Kostner Avenue, Chicago, IL 60623. The Site Remediation Scope of Work includes excavation and in-situ chemical oxidation treatment. The treated area will be backfilled and prepared for construction of the annex. The Construction Scope of Work includes a 2-story building containing 16 classrooms (including 12-general purpose classrooms, three (3) Pre-K classrooms, and (1) computer lab), student dining room and server, administrative offices, faculty workroom, restrooms, storage, mechanical, and electrical rooms. The Annex will be fully ADA compliant and accessible. Renovations to the existing building will include a new roof, new water heater, and communication upgrades. Site improvements will consist of demolition of an existing modular and installation of a new playground, landscaping, stormtrap and parking.

A project-specific phasing plan is included in the Construction Documents.

3. Construction Budget: \$18,500,000.00 (excluding Allowances and Commission's Contract Contingency Funds).
4. User Agency: Chicago Public Schools
5. Project is located in Ward: 22
6. 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."
7. 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.
8. Contract Documents Available at: Cushing and Co. (Cushing), 42 West Huron, Chicago, Illinois 60654. Contact name: Amanda Snyder. Telephone number: 312-266-8228.

Cushing's Online Planroom is: <http://dfs.cushingco.com/pbc.htm>

Refer to Exhibit 4 for a list of Assist Agencies who will receive hard copies of the Contract Documents.

9. **Pre-Bid Meeting Date, Time, and Location:** **Monday, August 7, 2017 at 9:30 a.m.** at the Emiliano Zapata Academy Gymnasium, 2728 South Kostner Avenue, Chicago, Illinois 60623. Please enter through Main Entrance. Parking Lot is available for use.

10. **Mandatory Technical Review Meeting/Site Visit for Prequalified Bidders:** **Monday, August 7, 2017 at 10:00 a.m.** at the Emiliano Zapata Academy Gymnasium, 2728 South Kostner Avenue, Chicago, Illinois 60623. Please enter through Main Entrance. Parking Lot is available for use. An authorized representative of each Prequalified Bidder must be present and must sign the Mandatory Technical Review Meeting and Site Visit attendance sheets no later than 15 minutes after the scheduled start of the meetings. Prequalified firms that do not sign-in on the Mandatory Technical Review attendance sheet and the Mandatory Site Visit Attendance sign-in sheet 15 minutes after commencement of each meeting will be deemed ineligible to bid.

Bidders shall be responsible for inspecting the Site to become familiar with the conditions relating to the Work to be performed, the facilities involved, and the site logistics required in the successful performance of this Contract. Failure of the Bidders to visit the Site shall not relieve or alter the Bidder's responsibility for completing the Work as required by the Contract Documents.

***NOTES:**

a. Only Prequalified Bidders who attend the Mandatory Technical Review Meeting and Mandatory Site Visit will be eligible to bid.

b. Sub-contractors may attend the meetings.

11. Eligible, PBC Class A Prequalified Bidders for the Emiliano Zapata Academy Annex Project are listed below:

All-Bry Construction Company; Barton Malow Company; Berglund Construction Company, Blinderman Construction Company, Inc.; Burling Builders, Inc.; Clark Construction Group – Chicago, LLC; Development Solutions, Inc.; F.H. Paschen, S.N. Nielsen & Associates, LLC; Friedler Construction Company; The George Sollitt Construction Company; Henry Bros. Co.; James McHugh Construction Company; K.R. Miller Contractors, Inc.; Old Veteran Construction, Inc.; Path Construction Company, Inc.; Power Construction Company, LLC; Powers & Sons Construction Company, Inc.; Tishman Construction Corporation of Illinois; Turner Construction Company; Tyler Lane Construction, Inc.; UJAMAA Construction, Inc.; Vanir Construction Management, Inc.; W.E. O'Neil Construction Company; Walsh Construction Company II

12. **Bid Due Date and Public Bid Opening Date, Time, and Location:** Bids Due: Bids are due **Thursday, August 31, 2017 at 11:00 a.m.** and a Public Bid Opening will be held immediately following receipt of bids in the PBC Board Room on the 2nd floor of the Richard J. Daley Center, 50 West Washington Street, in Chicago, Illinois 60602.

13. Amount of Bid Deposit: 5% amount of bid

14. Document Deposit: N/A

15. Cost for Additional Documents (per set): At the Contractor's own expense.

16. MBE/WBE Contract Goals: 26% MBE and 6% WBE

17. Source of Funding: Chicago Public Schools

18. **Pre-Award Meeting Date, Time, and Location:** A Pre-Award is tentatively scheduled for **Wednesday, September 6, 2017 at 8:30 a.m.** in Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602.

For the Pre-Award Meeting, the Lowest Responsive and Responsible Bidder shall be required to:

- a. Have, at minimum, the Project Executive, Project Manager (if known), and Cost Estimator in attendance at the meeting
- b. Invite principals of all MBE/WBE Subcontractors listed on Schedule D and Critical Subcontractors List
- 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

19. **Notice of Award** is anticipated to be issued on or before **September 13, 2017**. The successful General Contractor will be required to return a compliant Certificate of Insurance and Payment and Performance Bond within seven (7) days of the issuance of the Notice of Award.

Further, within two weeks of the issuance of the Notice of Award, the successful General Contractor shall be required to prepare and submit all Construction Submittal documentation, including but not limited to: Domestic Water Heater equipment, Soil Treatment, Excavation, Stormtrap, and Roofing replacement work for the existing building and new building, if different.

B. Mandatory Project Specific Contractor Staffing Requirements

The Contractor shall assign a Project Manager and a Superintendent full time 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 Punch List Work.

C. Scheduling Software Requirements

The Contractor shall utilize Primavera P6 Scheduling Software.

D. Online Collaboration and Documentation Management System Requirements

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

E. Time of Completion

Substantial Completion must be achieved no later than November 30, 2018.

Schedule Milestones must be completed as follows:

Milestone Descriptions	Milestone Dates
Schedule Milestone #1: Hot Water Replacement with the existing school	12/31/2017
Schedule Milestone #2: Construction and completion of the durable rated Contractor maintained temporary exit at the northwest exit of existing building, Durable interior rated barrier at level 1 & 2 north stairwells (UL# U407), and removal and disposal of existing trash enclosure and relocation of existing trash dumpster to new temporary enclosure	10/20/2017
Schedule Milestone #3: Site remediation and excavation, Provide and maintain Fire Department access road through construction area, Excavation, demolition and/or modification of the existing underground utilities	12/31/2017
Schedule Milestone #4: All work associated with site improvements for the site remediation program activities, excluding plantings and playground equipment; and, Underground Storm Trap System excavation and installation	8/31/2018
Schedule Milestone #5: Roof Replacement; interior renovations	8/31/2018
Substantial Completion: Annex - 2-Story Annex Building Construction; and, Site improvements including plantings and playground equipment	11/30/2018
Schedule Milestone #6: Modular and Site Improvements	4/30/2019

F. Commission's Contract Contingency

1. The Commission's Contract Contingency for this project is: \$520,000.00
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.

G. Copies of Drawings and Specifications Furnished

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

H. 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 **\$1,500.00 per day** for each day Milestones and Substantial Completion dates are not achieved, not as a penalty, but as liquidated damages for the breach of contract occurring each and every Day 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.

I. 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 <https://www.illinois.gov/idol> maintained by the State of Illinois Department of Labor.

III. INSTRUCTIONS FOR BIDDERS

A. Examination of Documents By Bidder

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 **Monday, August 14, 2017 at 4:30 p.m.**

B. Interpretations of Addenda

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.

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. Pre-Qualification of Bidders

1. Unless otherwise indicated in Part II "Project Information", the Commission has previously issued Request for Qualifications (RFQ) to approve the qualifications of firms to perform work on the Project. Responses to the RFQ were evaluated by the Commission on the basis of the criteria set forth in the RFQ. 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.

D. 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.
3. The Bidder must provide the following item(s) with your Bid Submission:
 - a. Copy of current Contractor's General Contractor License.

Failure to submit these items may deem the Bid unresponsive. Licenses may be that of the Prime, Joint Venture Partner (if any), and/or Sub-Contractor performing the work.

E. 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:
 - b. Contractor's Bid Form
 - c. Bid Guarantee
 - d. Basis of Award (Award Criteria)
 - e. Unit Prices
 - f. Affidavit of Non-collusion
 - g. Schedule B – Joint Venture Affidavit with supporting documentation (if applicable)
 - h. Schedule C – Letter of Intent from MBE/WBE
 - i. Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
 - j. 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.

F. 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.

G. Bidder's Execution of Bid

1. The Bidder must execute the Bid in two (2) original counterparts.
2. Bids must be submitted with original signatures in the space provided on the appropriate Part IV.G. "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).

H. Affidavit of Non-Collusion

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.

I. MBE and WBE Commitments

Each Bidder, which is a MBE/Non-MBE joint venture, shall submit with its Bid a completed **Schedule D-Affidavit of General Contractor** regarding MBE/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:

The apparent low bidder must provide complete **Schedule C- Letter of Intent from MBE/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.

Please refer to Exhibit 4 – Assist Agencies. Assist Agencies are comprised of chambers of commerce and not-for-profit agencies that represent the interest of small, minority- and/or women-owned businesses.

J. Local Business Subcontracting Participation and Community Hiring

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:

2. Local Subcontracting Requirement
 - a. 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.
3. 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.
4. {INTENTIONALLY OMITTED}

K. Disclosure of Retained Parties

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.

L. 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.

M. Withdrawal of Bids before Bid Opening

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.

N. Opening of Bids

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.

O. 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.

P. Basis of Award

1. Award will be made to the Bidder submitting the lowest Award Criteria Figure whose corresponding Total Base Bid is within the Available Funds for this Project and is otherwise responsive to all the requirements of the Contract Documents. Firms are required to submit pricing for Base Work Only and Base Work plus Alternate #1 to be considered responsive. The firm submitting the lowest, responsive bid, within the Available Funds will be deemed the low bidder. The Commission will notify the low bidder of their status for attendance at the Pre-Award Meeting on the date and time as described in §II.A.18 of this Book. "Available Funds" is described as the total Project budget less the budgeted planning, design, management, and supervision costs.

Q. 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 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 seven (7) 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 seven (7) 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.

R. Protests

1. The bidder shall submit any protests or claims regarding this solicitation to the office of the Commission's Executive Director located at 50 W. Washington, Room 200, Chicago, Illinois 60602. A pre-bid protest must be filed no later than five calendar (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.

BID PROTEST ACTIONS	TERM
Type of Protests Allowed: Pre-Bid, Pre-Award, Post-Award	All
Pre-Bid Protest Timing	No later than five (5) calendar days before Bid Opening
Pre-Award (Bid Results) Protest Timing	No later than ten (10) calendar days after Bid Opening
Post-Award Protest Timing	No later than ten (10) calendar days after Award
Adjudicator Role	Executive Director

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.

S. Licensing

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

T. Award Of Contract, Cancellation, or Rejection Of Bids

1. Award will be made to the responsible Bidder submitting the Lowest Award Criteria Figure as noted in Section III.P. Basis of Award above 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 wherever such rejection is in the best interest of the Commission.
7. The Commission reserves the right to waive any informality in bids received whenever it determines such waiver is in the best interest of the Commission
8. The Commission reserves the right to cancel the solicitation whenever it determines such cancellation is in the best interest of the Commission.

U. Alternates-Commission Discretion

1. The Commission expressly reserves the right to accept or decline any alternates offered by Bidder. The Commission will notify the successful Bidder, in writing, whether any alternate(s) will be awarded.

V. Project Labor Agreement (PLA)

1. To the extent that the Contract involves a project that is subject to a Project Labor Agreement (PLA), Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Work under this Contract, and shall comply in all respects with the PLA.

See Exhibit 5 – Project Labor Agreement attached hereto.

(Remainder of Page Intentionally Left Blank)

IV. PROPOSAL AND EXECUTION DOCUMENTS

A. CONTRACTOR'S BID

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. C1580, 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)

1, 2, 3, 4, 5

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 EMILIANO ZAPATA ACADEMY ANNEX PROJECT 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.

B. BID FORM – BASE WORK ONLY

FIRM NAME: F.H. Paschen, S.N. Nielsen & Associates LLC

LINE	ITEM	AMOUNT
1.	BASE WORK ONLY	\$ 14,480,000 -
2.	COMMISSION'S CONTRACT CONTINGENCY	\$ 520,000.00
3.	SITE WORK ALLOWANCE	\$ 200,000.00
4.	ENVIRONMENTAL ALLOWANCE	\$ 150,000.00
5.	CAMERA ALLOWANCE	\$ 250,000.00
6.	MOISTURE MITIGATION ALLOWANCE	\$ 175,000.00
7.	VAPOR BARRIER AND SOIL VENT SYSTEM	\$ 150,000.00
8.	TOTAL BASE BID (1+2+3+4+5+6+7)	\$ 15,925,000 -
AWARD CRITERIA FIGURE (See Section V. Proposal Support Document, item 15 of Award Criteria Figure)		\$ 15,088,938 -

SURETY: Please specify the legal name and address of Surety:

Continental Casualty Company

333 S. Wabash Avenue, 18th Floor

Chicago, Illinois 60604

C. BID FORM – BASE + ALTERNATE #1

FIRM NAME: F.H. Paschen, S.N. Nielsen & Associates LLC

LINE	ITEM	AMOUNT
1.	BASE WORK	\$ 14,480,000
2.	ALTERNATE #1 –Turf Field	\$ 47,000
3.	COMMISSION'S CONTRACT CONTINGENCY	\$ 520,000.00
4.	SITE WORK ALLOWANCE	\$ 200,000.00
5.	ENVIRONMENTAL ALLOWANCE	\$ 150,000.00
6.	CAMERA ALLOWANCE	\$ 250,000.00
7.	MOISTURE MITIGATION ALLOWANCE	\$ 175,000.00
8.	VAPOR BARRIER AND SOLVENT SYSTEM	\$ 150,000.00
9.	TOTAL BASE BID (1+2+3+4+5+6+7+8)	\$ 15,972,000
AWARD CRITERIA FIGURE (See Section V. Proposal Support Document, Item 1 of Award Criteria Figure)		\$ 15,133,470

SURETY: Please specify full legal name and address of Surety:

Continental Casualty Company

333 S. Wabash Ave., 41st Floor

Chicago, Illinois 60604

D. SITE WORK ALLOWANCE SCHEDULE

Item No.	Description of Work	Unit(s)	Unit Price
1	Loading, transportation and disposal of stockpiled contaminated soil	Tons	\$40.00
2	Excavation, loading, transportation and disposal of contaminated soil	Tons	\$48.00
3	Loading, transportation and disposal of stockpiled clean construction or demolition debris and uncontaminated soil	Tons	\$20.00
4	Excavation, loading, transportation and disposal of in-place clean construction or demolition debris and uncontaminated soil	Tons	\$25.00
5	Load, place and compact on-site fill material from stockpile	Cubic Yards	\$7.00
6	Excavate, load, place and compact on-site fill material	Cubic Yards	\$11.00
7	Demolition, removal, transportation and disposal of underground concrete footings and remnants.	Cubic Yards	\$50.00
8	UST Removal (Tank < 2000 gal capacity)	Each	\$4,500.00
9	UST Removal (Tank 3,000-5,500 gal capacity)	Each	\$5,000.00
10	UST Removal (Tank 6,000-10,000 gal capacity)	Each	\$8,000.00
11	UST Removal (Tank > 10,000-15,000 gal capacity)	Each	\$9,000.00
12	UST Removal (Tank > 15,000 gal capacity)	Each	\$12,000.00
13	UST tank sludge removal and disposal (55-gallon drum)	Drums	\$450.00
14	Bulk UST pump out (Liquids), including transportation	Gallons	\$0.60
15	Waste characterization sample analysis for disposal authorization for soils removed under Allowance Schedule	Sample	\$1,500.00
16	Water analysis for full MWRDGC contaminants List	Each	\$750.00
17	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid	Each	\$2,000.00
18	Contaminated water-hauling and disposal of drums	Drums	\$200.00
19	Pumping, transportation and disposal of contaminated water - bulk disposal	Gallons	\$0.60
20	Pumping, storage and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	\$0.10
21	Furnish, place and set base material CA-1 Stone (RECYCLED)	Ton	\$16.00
22	Furnish, place and set base material CA-1 Stone (VIRGIN)	Ton	\$20.00
23	Load on-site base materials, place and set CA-1 Stone	Cubic Yards	\$8.00

Item No.	Description of Work	Unit(s)	Unit Price
24	Furnish, place and compact aggregate material CA-6 (RECYCLED)	Ton	\$20.00
25	Furnish, place and compact aggregate material CA-6 (VIRGIN)	Ton	\$22.00
26	Excavate, place and compact on-site aggregate material CA-6	Cubic Yards	\$8.00
27	Furnish, place and set drainage material CA-7 (RECYCLED)	Tons	\$18.00
28	Furnish, place and set drainage material CA-7 (VIRGIN)	Tons	\$20.00
29	Excavate, place and set on-site drainage material CA-7	Cubic Yards	\$8.00
30	Furnish and place geotextile filter fabric	Square Yard	\$7.00
31	Site Survey - Survey crew for verification of excavation and backfill quantities	Each	\$2,000.00
32	Street restoration per CDOT - 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards	Square Yard	\$185.00
33	Street restoration per CDOT - 9-inch PCC Base Course, 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards.	Square Yard	\$250.00

NOTES:

1. All Work associated with the above allowance schedule shall be approved in writing by the Commission Representative prior to proceeding.
2. Authorized additional excavation and replacement material will be paid for in accordance with the above allowance schedule.
3. Authorized additional excavation means excavation below subgrade elevations as shown in the Plans and Specifications due to the presence of unsuitable soil materials as determined by the Commission Representative.
4. The unit prices in this allowance schedule include all overhead, profit, and schedule impact costs.
5. All unused portions of the allowance funds must be returned to the Commission.

E. ENVIRONMENTAL ALLOWANCE SCHEDULE

Description	Allowance Rate	Unit
Furnish and Install Mini-Containment (less than 3 square feet)	\$500.00	EA
Asbestos Containing Mudded Joint Pipe on Fiberglass Pipe Insulation (in Mini-Containment)	\$75.00	EA
Asbestos Containing Ceiling Tiles (in Mini-Containment)	\$15.00	SF
Asbestos Containing Floor Tile and Mastic (all layers) (non-friable) (≤ 10 SF)	\$27.50	SF
Asbestos Containing Floor Tile and Mastic (all layers) (non-friable) (> 10 SF < 100 SF)	\$25.00	SF
Asbestos Containing Floor Tile and Mastic (all layers) (non-friable) (≥ 100 SF)	\$15.00	SF
Asbestos Containing Floor Tile and Mastic (all layers) (friable) (in Mini-Containment)	\$25.00	SF
Asbestos Containing Pipe Insulation (in Mini-Containment)	\$50.00	LF
Asbestos Containing Duct Insulation (in Mini-Containment)	\$15.00	SF
Lead-Based Paint Mitigation	\$30.00	SF

NOTES:

1. All Work associated with the above allowance schedule shall be approved in writing by the Commission Representative prior to proceeding.
2. The unit prices in this allowance schedule include all overhead, profit, and schedule impact costs.
3. All unused portions of the allowance funds must be returned to the Commission.

F. CAMERA SCHEDULE

None.

G. MOISTURE MITIGATION SCHEDULE

None.

H. VAPOR BARRIER AND SOIL VENT SYSTEM SCHEDULE


None.

I. ACCEPTANCE OF THE BID

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

PUBLIC BUILDING COMMISSION OF CHICAGO


Lori Ann Lypson, Secretary


Mayor Rahm Emanuel, Chairman

CONTRACTING PARTY

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

5515 N. East River Road, Chicago, IL 60656
Address

IF A CORPORATION:

Name: _____

Title: _____

Signature: _____

ATTEST BY: _____

Secretary

IF A PARTNERSHIP:


Partner (Signature) James V. Blair, Authorized Agent

5515 N. East River Road, Chicago, IL 60656
Address

Partner (Signature)

Address

Partner (Signature)

Address

IF A SOLE PROPRIETORSHIP:

Signature

Address

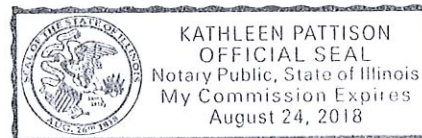
NOTARY PUBLIC

County of Cook State of IL

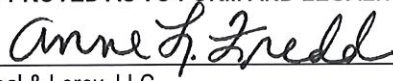
Subscribed and sworn to before me on this 31st day of August, 2017.


Notary Public Signature (SEAL)

Commission Expires: August 24, 2018



APPROVED AS TO FORM AND LEGALITY


Date: 11-8-17
Neal & Leroy, LLC

CERTIFICATE

I do hereby certify that the following is a true, complete and correct copy of a resolution of the Directors of FHP Management, Inc., the Sole Manager of F.H. Paschen, S.N. Nielsen & Associates LLC on December 31, 2016.

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

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

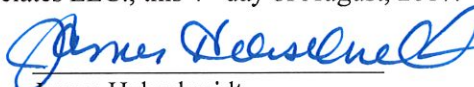
Resolved further, that the following are authorized to sign on behalf of F.H. Paschen, S.N. Nielsen & Associates LLC, any construction proposals, bids, construction contracts, change orders, subcontract agreements, task orders and purchases orders:

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

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

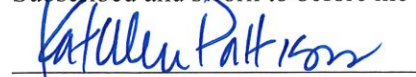
I do hereby further certify that said resolution has not been amended or repealed and is in full force and effect.

IN WITNESS WHEREOF I have hereunto set my hand as Secretary of FHP Management, Inc., the Sole Manager of F. H. Paschen, S.N. Nielsen & Associates LLC., this 4th day of August, 2017.

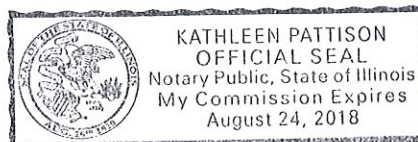

James Habschmidt
Secretary

State of Illinois
County of Cook

Subscribed and sworn to before me this 4th day of August, 2017.



Notary Public



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

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

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

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04257

CERTIFICATE NUMBER: GC04257-14

FEE: \$ 2000

DATE ISSUED: 03/21/2017

DATE EXPIRES: 04/16/2018

THIS LICENSE IS NON-TRANSFERABLE

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

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

Rahm Emanuel
Mayor

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

Judith Frydland
Commissioner

J. ALTERNATES

ACCEPTED BY THE COMMISSION		ALTERNATE DESCRIPTION	PROPOSED ALTERNATE PRICE
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Alternate #1: Turf Field In lieu of lawn sod, provide artificial turf field (32 18 14 Synthetic Grass Surfacing – Playfields) and associated underground drainage system. Refer to sheets C3.00A, C3.2, C4.0A, C5.0, C5.1 and RD1.0 for related scope.	\$ 47,000

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 pursuant to Section III.P Basis of Award above. The Public Building Commission of Chicago reserves the right to check all calculations for accuracy. The fulfillment of the Award Criteria does not abrogate the responsibilities of the Contractor to comply with federal and state requirements under the Equal Employment Act and the Illinois Human Rights Act.

1. Instructions

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

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

2. Award Criteria Figure Formula

Line 1. TOTAL BASE BID (Refer to Line 8 or 9, if alternates, of BID FORM), in figures

15,925,000
15,925,000 (JLS)

Line 2. Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journey workers during construction of the project. (Maximum figure 0.70)

.50

Line 3. Multiply Line 2 by Line 1 by 0.04

318,500

Line 4. Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.70)

.70

Line 5. Multiply Line 4 by Line 1 by 0.03

334,425

Line 6. Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.70)

.70

Line 7. Multiply Line 6 by Line 1 by 0.01

111,475

Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.15)	<u>0</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>0.00</u>
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.15)	<u>.15</u>
Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>71,663</u>
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.15)	<u>0</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>0.00</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>836,063</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>15,088,938</u>
Award Criteria Figure (Insert Line 15 of Award Criteria Formula):		\$ <u>15,088,938</u>

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:

- 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.
- 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:

J. ALTERNATES

ACCEPTED BY THE COMMISSION		ALTERNATE DESCRIPTION	PROPOSED ALTERNATE PRICE
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Alternate #1: Turf Field In lieu of lawn sod, provide artificial turf field (32' x 18' x 14' Synthetic Grass Surfacing – Playfields) and associated underground drainage system. Refer to sheets C3.00A, C3.2, C4.0A, C5.0, C5.1 and RD1.0 for related scope.	\$ 47,000 ⁻

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 pursuant to Section III.P Basis of Award above. The Public Building Commission of Chicago reserves the right to check all calculations for accuracy. The fulfillment of the Award Criteria does not abrogate the responsibilities of the Contractor to comply with federal and state requirements under the Equal Employment Act and the Illinois Human Rights Act.

1. Instructions

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

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

2. Award Criteria Figure Formula

Line 1.	TOTAL BASE BID (Refer to Line 8 or 9, if alternates, of BID FORM), in dollars	15,972,000 ⁻
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journey workers during construction of the project. (Maximum figure 0.70)	.50
Line 3.	Multiply Line 2 by Line 1 by 0.04	319,440 ⁻
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.70)	.70
Line 5.	Multiply Line 4 by Line 1 by 0.03	335,412 ⁻
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.70)	.70
Line 7.	Multiply Line 6 by Line 1 by 0.01	111,804 ⁻

Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.15)	<u>0</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>0.00</u>
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.15)	<u>.15</u>
Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>71,874</u>
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.15)	<u>0</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>0.00</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>838,530</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>15,133,470</u>
Award Criteria Figure (Insert Line 15 of Award Criteria Formula):		\$ <u>15,133,470</u>

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:

- 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.
- 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:

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

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

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

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

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

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

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

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

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

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

- f. The classification "Other" includes qualified individuals with disabilities who meet legitimate skill, experience, education or other requirements of employment positions held or sought and who perform the essential function with or without reasonable accommodation and other groups or other individuals found by the Public Building Commission of Chicago to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets.

6. Major Trades

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

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

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	PERCENT OF MINORITY
Bricklayers	30%
Carpenters	35%
Cement Masons	25%
Electricians	25%
Glaziers	25%
Ornamental Iron Workers	15%
Lathers	25%
Operating Engineers	25%
Painters	40%
Plasterers	40%
Plumbers	35%
Roofers	35%
Sheet Metal Workers	40%
Sprinkler Fitters	35%

8. Identification of Critical Subcontractors Required at Time of Bid

(who will perform the Work in the areas below – Subcontractor management not applicable)

The Commission is **requiring** the identification of critical subcontractors[^] be identified at the time of bid submission. Bidders are required to list the names of the intended subcontractors who will perform the corresponding Work, if successful. Failure to provide the names of the subcontractors listed below may deem a bid non-responsive.

Excavator Subcontractor Firm Name: <u>Technica</u>
Stormtrap Subcontractor Firm Name: <u>Shesida</u>
Soil Treatment Subcontractor Firm Name: <u>Technica</u>
Roofing Subcontractor (If different for Existing Building and New Building, please indicate both) Firm Name: (Existing Building) <u>F & G</u> Firm Name: (New Building) <u>F & G</u>

Further, within two weeks of the issuance of the Notice of Award, the successful General Contractor shall be required to prepare and submit all Construction Submittal documentation, including but not limited to: Domestic Water Heater equipment, Soil Treatment, Excavation, Stormtrap, and Roofing replacement work for the existing building and new building, if different.

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit of Non-collusion

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

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

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

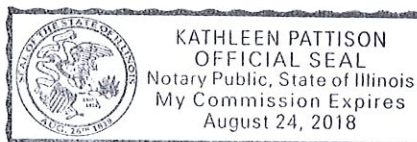

(Signed)

James V. Blair, Authorized Agent
(Title)

Subscribed and sworn to before me this 31st day of August 20 17



Notary Public
(Title)
My Commission expires: August 24, 2018



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.

A. Name of joint venture _____

B. Address of joint venture _____

C. Phone number of joint venture _____

D. Identify 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. Nature of joint venture's business

F. Provide a copy of the joint venture agreement.

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

H. Specify as to:

1. Profit and loss sharing _____%

2. Capital contributions, including equipment _____%

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

SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

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

1. Financial decisions

2. Management decisions such as:

- a. Estimating

- b. Marketing and Sales

- c. Hiring and firing of management personnel

- d. Other

3. Purchasing of major items or supplies

4. Supervision of field operations

5. Supervision of office personnel

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

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

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

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 of _____ County of _____

State of _____ County of _____

On this _____ day of _____, 20____
before me appeared (Name)

On this _____ day of _____, 20____
before me appeared (Name)

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

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

that he or she was properly authorized by
(Name of Joint Venture)

that he or she was properly authorized by
(Name of Joint Venture)

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

to execute the affidavit and did so as his or her
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: Ebinger Elementary School Annex - Site PreparationSTATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

In 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

1001 N. Milwaukee Ave, Suite 402, Chicago, IL 60642In the City of Chicago, State of Illinois

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
Pinto Construction	Carpentry	\$37,250	\$
JLL Construction	Trucking + Aggregate	\$229,000	\$
AUS Earth Movers	Trucking + Aggregate	\$	\$61,500
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$266,250	\$61,500
Percent of Total Base Bid		21.42 %	4.75 %

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.

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

BY:

Friedler Construction Co.

Name of Contractor (Print)

9/6/17

Date

773-489-1818

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone/FAX



Signature

Eric M. Friedler

Name (Print)

Signature

Name (Print)

MBE WBE Non-MBE/WBE

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

Name of Project: Ebinger Elementary School Annex - Site Preparation

Project Number: 05115

FROM:

Pinto Construction Group, Inc MBE X WBE _____
(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):

_____ a Sole Proprietor X _____ a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated see attached. 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, install and remove temporary partitions and doors.

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

\$37,250.00

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:

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

SUB-SUBCONTRACTING LEVELS

0
0

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

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


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

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

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

BY:

Pinto Construction Group, Inc
Name of MBE/WBE Firm (Print)
9/6/17
Date
708-430.0040
Phone



Signature
Richard Pinto

Name (Print)

IF APPLICABLE:
BY:

n/a
Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___



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 (866-448-4764).

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

92

NOV 06 2013

Pinto Construction Group, Inc.

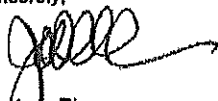
Page 2 of 2

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 - Ceiling 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 Wallpapering
238320 - Paperhanging and Removal Contractors
238320 - Wall Covering or Removal Contractors
238320 - Wallpaper 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

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/ha

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

Name of Project: Ebinger Elementary School Annex - Site Preparation

Project Number: 05115

FROM:

JLL Construction Services, Inc. MBE MBE WBE _____
(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):

_____ a Sole Proprietor X a Corporation
_____ a Partnership _____ a Joint Venture

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

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

Trucking & Aggregate

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

\$229,000

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

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

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

SUB-SUBCONTRACTING LEVELS

00 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
00 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

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

BY:

DL Construction Services
Name of MBE/WBE Firm (Print)

Date 9/6/17

Phone 708-477-6263


IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone


Signature
Ray Rivera
Name (Print)

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JUN 29 2015

Jerry Lewis
JLL Construction Services, Inc.
566 West Lake Street, Suite 226
Chicago, IL 60661

RE: Revised Certification Letter – Expansion of Specialty Areas

Dear Jerry Lewis:

We are pleased to inform you that JLL Construction Services, Inc. has been certified as a Minority-Owned Business Enterprise ("MBE") by the City of Chicago ("City"). This MBE certification is valid until 11/1/2019; however your firm's certification must be re-validated 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 11/1/2015, 11/1/2016, 11/1/2017, and 11/1/2018. 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 11/1/2019. 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 9/1/2019.

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. 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;
121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

JUN 29 2015

- 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 (866-448-4764).

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, as a minority-owned business or a women-owned business, 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):

238910 - Demolition contractors
238910 - Excavation contractors
236220 - Construction management, commercial and institutional build

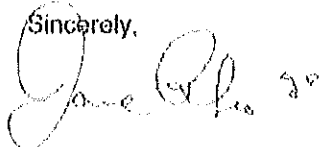
NAICS Expansion Code(s):

484110 - General Freight Trucking, Local
562119 - Dump trucking of rubble or brush with collection or disposal
562212 - Solid waste landfills combined with collection and/or local hauling of nonhazardous waste materials

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

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

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/dp

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

Name of Project: Ebinger Elementary School Annex

Project Number: 05115

FROM:

AMS Earth Movers, Inc MBE _____ WBE ☒
(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):

_____ a Sole Proprietor X a Corporation
_____ a Partnership _____ a Joint Venture

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

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

Trucking and/or Stone Supply

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

See attached bid proposal. - \$61,500

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

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

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

SUB-SUBCONTRACTING LEVELS*

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

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

BY:

AMS Earth Movers, inc

Name of MBE/WBE Firm (Print)

9-1-17

Date

(847) 838-9501

Phone


Signature

Julie Savitt

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE WBE Non-MBE/WBE



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JUN 23 2015

Julie Savitt
AMS Earth Movers, Inc.
39555 N. Highway 83
Lake Villa, IL 60046

Dear Julie Savitt:

We are pleased to inform you that **AMS Earth Movers, Inc.** has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **6/15/2020**; 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 **6/15/2016, 6/15/2017, 6/15/2018, and 6/15/2019**. 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 **6/15/2020**. 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 **4/1/2020**.

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;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

JUN 28 2015

- 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):

- 423320 - Brick, Stone, and Related Construction Material Merchant Wholesalers
- 484110 - General Freight Trucking Local
- 484121 - General Freight Trucking Long-Distance, Truckload
- 484122 - General Freight Trucking, Long-Distance, Less Than Truckload
- 484220 - Dump trucking (e.g., gravel, sand, top soil)
- 484230 - Gravel hauling, long-distance
- 484230 - Flatbed trucking, long-distance
- 562111 - Recyclable material hauling, local
- 562111 - Waste hauling, local, nonhazardous solid

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/gd

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

Name of Project: Emiliano Zapata Academy Annex

STATE OF ILLINOIS }
 } SS
 COUNTY OF COOK }

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

Authorized Agent, James V. BlairTitle and duly authorized representative ofF.H. Paschen, S.N. Nielsen & Associates LLCName of General Contractor whose address is5515 N. East River Roadin the City of Chicago, State of Illinois

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
<u>Technica</u>	<u>excavation</u>	<u>\$989,000</u>	<u>\$</u>
<u>WBF</u>	<u>masonry</u>	<u>\$1,156,100</u>	<u>\$</u>
<u>Acadia</u>	<u>concrete</u>	<u>\$377,900</u>	<u>\$</u>
<u>Drive Construction</u>	<u>plumbing & carpentry</u>	<u>\$1,353,172</u>	<u>\$</u>
<u>Schmidt Steel</u>	<u>steel erections</u>	<u>\$ 554,900</u>	<u>\$</u>
<u>Midway</u>	<u>Demo</u>	<u>\$ 39,700</u>	<u>\$</u>
<u>Paul Herrera</u>	<u>Playground & site equipment</u>	<u>\$ 44,500</u>	<u>\$</u>
<u>Evans Electric</u>	<u>electrical</u>	<u>\$344,500</u>	<u>\$</u>
Total Net MBE/WBE Credit		<u>\$</u>	<u>\$</u>
Percent of Total Base Bid		<u>%</u>	<u>%</u>

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.

1 of 3

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _____

Carina E. Sánchez, Executive Director
Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street, Room 200
Chicago, IL 60602

Dear Ms. Sanchez:

RE: Contract No. _____

Project Title: _____

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

Documentation attached: yes____ no____

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

Sincerely,

Signature

Print Name

Title

Name of Firm

Disclosure of Retained Parties

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

A. Definitions and Disclosure Requirements

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

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: Contract C1580/Project #05055
 - a. Description of goods or services to be provided under Contract
Emiliano Zapata Academy Annex
2. Name of Contractor: F.H. Paschen, S.N. Nielsen & Associates LLC
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.
Check here if no such persons have been retained or are anticipated to be retained: _____

Retained Parties:

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

4. The Contractor understands and agrees as follows:

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

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

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

_____ Signature	_____ August 31, 2017 Date
James V. Blair _____ Name (Type or Print)	_____ Authorized Agent Title

Subscribed and sworn to before me
this 31st day of August, 2017 (SEAL)

Notary Public

Commission expires: August 24, 2018

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1580

PERFORMANCE AND PAYMENT BOND

Contract No.

Bond No. 30022737/285055106/9250681

C1580

KNOW ALL MEN BY THESE PRESENTS, that we, F.H. Paschen, S.N. Nielsen & Associates, LLC, a _____ organized and existing under the laws of the State of Illinois, with offices in the City of Chicago, State of Illinois, as _____ Principal, and _____

Continental Casualty Company, Liberty Mutual Insurance Company and Fidelity and Deposit Company of Maryland

a corporation organized and existing under the laws of the State of IL,MA,MD, with offices in the State of Illinois, as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of FIFTEEN MILLION NINE HUNDRED SEVENTY-TWO THOUSAND DOLLARS AND NO CENTS for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated September 12, 2017, for the fabrication, delivery, performance and installation of:

Emiliano Zapata Academy Annex

2728 South Kostner Avenue

Chicago, Illinois 60623

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1580

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 FIFTEEN MILLION NINE HUNDRED SEVENTY-TWO THOUSAND DOLLARS AND NO CENTS 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.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1580

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this September 14, 2017 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Name

BY _____ (Seal)
Individual Principal

Business Address

Individual Principal

City State

CORPORATE SEAL

ATTEST:

BY Kathleen Pattison
Kathleen Pattison, Asst. Secretary
Title

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC
Principal
BY Roland Schneider
Roland Schneider, Authorized Agent
Title

Continental Casualty Company, Liberty Mutual Insurance Company
and Fidelity and Deposit Company of Maryland
Corporate Surety

BY Katherine J. Foreit
Katherine J. Foreit

BY Adrienne C. Stevenson
Adrienne C. Stevenson
Attorney-in-Fact
Title

Business Address
540 W. Madison Street, 12th Floor
Chicago, Illinois 60661

CORPORATE SEAL

FOR CLAIMS (Please print):

Contact Name: Andrea Warning

Business Address: CNA Surety; 333 S. Wabash Avenue, 41st Floor, Chicago, Illinois 60604

Telephone: 630-719-3100 Fax: 630-719-3100

The rate of premium of this Bond is \$ Various per thousand. **
Total amount of premium charged is \$ 79,472.00 **

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

** Must be filled in by the Corporate Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1580

BOND APPROVAL

BY

Lori Ann Lypson, Secretary
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Kathleen Pattison, certify that I am the Assistant Secretary of F.H. Paschen, S.N. Nielsen & Associates, LLC, corporation named as Principal in the foregoing performance and payment bond, that Roland Schneider who signed on behalf of the Principal was then Authorized Agent for the LLC of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 14 day of September, 20 17

CORPORATE SEAL



Kathleen Pattison, Assistant Secretary

STATE OF ILLINOIS
COUNTY OF COOK

I, C.R. Hernandez, a Notary Public in and for said County, do hereby certify that
Adrienne C. Stevenson as Attorney-in-Fact, who is personally known to me to be the
same person whose name is subscribed to the foregoing instrument, appeared before me this day
in person, and acknowledged that they signed, sealed, and delivered said instrument for and on
behalf of

Continental Casualty Company	An Illinois Corporation
Fidelity and Deposit Company of Maryland	A Maryland Corporation
Liberty Mutual Insurance Company	A Massachusetts Corporation

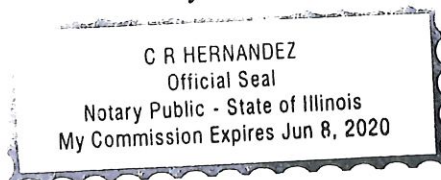
for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County,

this 14th day of September A.D. 2017



Notary Public



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Adrienne C Stevenson, C. R. Hernandez, Katherine J Foreit, John K Johnson, Amy B Wickett, Trinly Garcia, Gabriel Jacquez, Individually

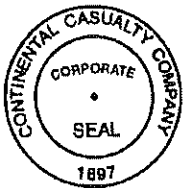
of Chicago, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 27th day of February, 2017.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of February, 2017, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 14th day of September, 2017.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Bult Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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. 7862465

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Adrienne C. Stevenson; Amy B. Wickett; C. R. Hernandez; Gabriel Jacquez; John K. Johnson; Katherine J. Foreit; Trini Garcia

all of the city of CHICAGO, state of IL 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 thereto this 14th day of August, 2017.



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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 14th day of August, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of 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-in-fact 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.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 14 day of September, 2017.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **C. R. HERNANDEZ, Katherine J. FOREIT, Adrienne C. STEVENSON, Amy B. WICKETT, John K. JOHNSON, Triniy GARCIA and Gabriel JACQUEZ**, all of Chicago, Illinois, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 2nd day of June, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Eric D. Barnes

Secretary
Eric D. Barnes

Gerald F. Haley

Vice President
Gerald F. Haley

State of Maryland
County of Baltimore

On this 2nd day of June, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



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

EXHIBIT #1 COOK COUNTY PREVAILING WAGE RATES – EFFECTIVE SEPTEMBER 1, 2017
(Current as of September 5, 2017)

(Remainder of Page Intentionally Left Blank)

Prevailing Wage rates for Cook County Effective Sept. 1, 2017												
Trade Title	Region	Type	Class									

STEEL ERECTOR	All	All		\$42.07	\$44.07	2	2	2	\$13.45	\$19.59	\$0.00	\$0.35
STONE MASON	All	BLD		\$45.38	\$49.92	1.5	1.5	2	\$10.45	\$16.68	\$0.00	\$0.90
TERRAZZO FINISHER	All	BLD		\$40.54	\$40.54	1.5	1.5	2	\$10.65	\$12.76	\$0.00	\$0.73
TERRAZZO MASON	All	BLD		\$44.38	\$47.88	1.5	1.5	2	\$10.65	\$14.15	\$0.00	\$0.82
TILE MASON	All	BLD		\$38.56	\$38.56	1.5	1.5	2	\$10.65	\$11.18	\$0.00	\$0.68
TRAFFIC SAFETY WRKR	All	HWY		\$33.50	\$39.50	1.5	1.5	2	\$6.00	\$7.25	\$0.00	\$0.50
TRUCK DRIVER	E	All	1	\$35.60	\$36.25	1.5	1.5	2	\$8.56	\$11.50	\$0.00	\$0.15
TRUCK DRIVER	E	All	2	\$35.85	\$36.25	1.5	1.5	2	\$8.56	\$11.50	\$0.00	\$0.15
TRUCK DRIVER	E	All	3	\$36.05	\$36.25	1.5	1.5	2	\$8.56	\$11.50	\$0.00	\$0.15
TRUCK DRIVER	E	All	4	\$36.25	\$36.25	1.5	1.5	2	\$8.56	\$11.50	\$0.00	\$0.15
TRUCK DRIVER	W	All	1	\$35.98	\$36.53	1.5	1.5	2	\$8.25	\$10.14	\$0.00	\$0.15
TRUCK DRIVER	W	All	2	\$36.13	\$36.53	1.5	1.5	2	\$8.25	\$10.14	\$0.00	\$0.15
TRUCK DRIVER	W	All	3	\$36.33	\$36.53	1.5	1.5	2	\$8.25	\$10.14	\$0.00	\$0.15
TRUCK DRIVER	W	All	4	\$36.53	\$36.53	1.5	1.5	2	\$8.25	\$10.14	\$0.00	\$0.15
TUCKPOINTER	All	BLD		\$45.42	\$46.42	1.5	1.5	2	\$8.32	\$15.42	\$0.00	\$0.80

Legend

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

OSA Overtime pay required for every hour worked on Saturdays

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

H/W Health/Welfare benefit

Explanations COOK COUNTY

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

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

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 Placing Boom; Concrete Pump (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;

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.

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

C1580 – EMILIANO ZAPATA ACADEMY ANNEX

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.

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 City of Chicago, the Board of Education of the City of Chicago (the User Agency) and others as may be required by the Public Building Commission of Chicago, as Additional Insured using the latest version of the ISO CG2010 0704 and CG2037 0704. 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 City of Chicago, the Board of Education of the City of Chicago (the User Agency), and others as may be required by the Public Building Commission of Chicago, are to be named as Additional Insured on a primary, non-contributory basis.

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

4) Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than \$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.

of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

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

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

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

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

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

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

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

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

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

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

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 reserves the right to modify, delete, alter or change these requirements.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 8
DATE (MM/DD/YYYY)
9/28/2017

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

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

PRODUCER HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515		CONTACT NAME: PHONE (A/C, No, Ext): 630-468-5600 FAX (A/C, No): 630-468-5696 E-MAIL: CSUConstruction@hubinternational.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : First Mercury Insurance Company	
		INSURER B : ACUIITY, A Mutual Insurance Company	
		INSURER C : Lloyds of London	
		INSURER D : Travelers Property Casualty Company of	
		INSURER E :	
		INSURER F :	

COVERAGES	CERTIFICATE NUMBER: 1348742527	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GACGL000000323306	12/31/2016	12/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	X81311	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			ILEX000005015303	12/31/2016	12/31/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WIL503330901	4/1/2017	4/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C D D	Pollution Leased and Rented Installation Floater			SPEC0184 QT-660-6380L770-TIL-16 QT-660-6380L770-TIL-16	9/28/2017 12/31/2016 12/31/2016	9/28/2018 12/31/2017 12/31/2017	Limit: \$5,000,000 Limit: \$55,000 Limit: \$275,000

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

RE: C1585 - EBINGER ELEMENTARY SCHOOL ANNEX - SITE PREPARATION
The following are 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. A waiver of subrogation applies under Automobile Liability, General Liability, and Workers Compensation in favor of the additional insureds listed, when agreed in a written contract, subject to policy terms, conditions and exclusions. Umbrella follows form.

See Attached...

CERTIFICATE HOLDER Public Building Commission of Chicago Procurement Department Richard J. Daley Center, Room 200 Chicago IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY HUB International Midwest Limited		NAMED INSURED Friedler Construction Company 1001 N. Milwaukee Ave Suite 402 Chicago IL 60642
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Additional Insureds:

Public Building Commission of Chicago, the City of Chicago, the Board of Education of the City of Chicago and any other entity as required by the Public Building Commission of Chicago, their respective Board members, employees, elected officials, officers, or representatives.

POLICY NUMBER: X81311

ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU - PRIMARY

CA-7214(10-98)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

1. Who Is an Insured under Section II - Liability Coverage is amended to include any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such persons or organizations are additional insureds only with respect to liability arising

out of operations performed for the additional insured by you.

2. The coverage provided by this endorsement will be primary and noncontributory with respect to any other coverage available to the additional insured.

3. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this Coverage Form, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.

POLICY NUMBER: GACGL000000323306

COMMERCIAL GENERAL LIABILITY
CG 20 33 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

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

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

POLICY NUMBER: GACGL000000323306

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract executed prior to the "bodily injury" or "property damage".	<p>Any location where "your work" is performed, but only with respect to completed operations covered under this policy for "Commercial Construction".</p> <p>"Commercial Construction" means all construction activity that is not "Residential Construction".</p> <p>"Residential Construction" means any construction operations, work or activities performed on any "residential property". "Residential property" means any of the following types of buildings, units or structures: single or multi-family dwellings, condominiums, town homes including zero lot line townhomes, cooperative apartments, time-shared properties, and the entirety of any commercial or mixed use building, unit or structure of which any of the foregoing forms a part.</p> <p>"Residential property" also includes any common areas and infrastructure associated with any of the foregoing. Any building, unit or structure that becomes or is converted to "residential property" shall be deemed to be "residential property" as of the date of its original construction. "Residential property" does not include apartments that are not any of the foregoing and that are intended to be leased or rented out to others.</p>

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

However:

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

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

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

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

whichever is less.

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

POLICY NUMBER: GACGL000000323306

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

A person or organization you have agreed in a written contract to waive any right of recovery against provided the written contract is executed prior to the injury or damage.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ILLINOIS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Illinois is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy: We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule. The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the named insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium

5. Advance Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2016 Policy No. WIL 5033309 00

Endorsement No.

Insured FRIEDLER CONSTRUCTION CO INC

Premium \$ INCL.

Insurance Company INSURANCE COMPANY OF THE WEST

Countersigned By _____



October 2, 2017

VIA EMAIL: lcollado@stlarchitects.com

Luis Collado
STL Architects, Inc.
808 North Dearborn St.
Chicago, IL 60610

Richard J. Daley Center
50 West Washington Street
Room 200
Chicago, Illinois 60602
(312) 744-3090
Fax: (312) 744-8005
www.pbcchicago.com

Chairman
RAHM EMANUEL
Mayor
City of Chicago

Executive Director
CARINA E. SANCHEZ

RE: Contract PS2093, Task Order No. 05165-PS2093-002
Architect of Record for Chicago Public Schools
Read Dunning Middle School: Architect of Record Services
Project # 05165
User Agency: Board of Education of the City of Chicago

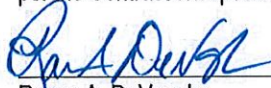
Mr. Collado:

This Task Order is prepared in accordance with, and is subject to, the terms and conditions of the Contract PS2093 for Architect of Record Services effective February 14, 2017 (the "Contract"), between the Public Building Commission of Chicago ("the "Commission"), located at 50 West Washington Street, Chicago, Illinois 60602 and STL Architects, Inc. (STL) an Illinois Corporation located at the address above. The Contract is incorporated herein by reference. This Task Order acknowledges the Commission's acceptance of STL's Task Order proposal, dated August 24, 2017. The value of this Task Order is as stated below. This Task Order's Scope of Service is attached hereto as and incorporated herein by reference.

Read Dunning Middle School: Architect of Record Services

<u>\$28,553.60</u>	Basic Services - Adjustment to the Site Preparation Package
<u>\$386,439.00</u>	Basic Services - Reissue Design Development Phase
<u>\$66,780.00</u>	Basic Services - Revised PD Submission & Design Approval
<u>\$185,721.48</u>	Basic Services - Accelerate Construction Documents Phase
<u>\$80,470.00</u>	AOR Reimbursable Additional Specialty Consultants
<u>\$10,000.00</u>	AOR Reimbursable Additional Expenses

The value of this Task Order is a not to-exceed fee of **\$757,964.08** for Basic Services as described above. The above referenced services have been approved by the Executive Director of the Public Building Commission of Chicago. All terms and compensation are as per the Contract except as specifically modified herein.


Raven A. DeVaughn
Director of Procurement

10/2/17
Date


Lori Ann Lypson
Chief of Staff

10/2/17
Date

Attachments:

1. STL Proposal dated August 24, 2017
2. Approved Compliance Plan
3. Approved Insurance Certificate

EXHIBIT #4 ASSIST AGENCIES



Public Building Commission of Chicago

ASSIST AGENCIES

Assist agencies are comprised of chambers of commerce and not-for-profit agencies that represent the interests of small, minority- and/or women-owned businesses.

<p>CHATHAM BUSINESS ASSOCIATION: SMALL BUSINESS DEVELOPMENT, INC.</p> <p>800 E 78th St Chicago, IL 60619</p> <p>Melinda Kelly melindakelly@cbaworks.org (773) 994-5006 cbaworks.org</p>	<p>CHICAGO URBAN LEAGUE</p> <p>4510 S Michigan Ave Chicago, IL 60653</p> <p>Jason Johnson jjohnson@thechicagourbanleague.org (773) 451-3547 thechicagourbanleague.org</p>	<p>BLACK CONTRACTORS UNITED</p> <p>12000 Marshfield Ave Calumet Park, IL 60827</p> <p>Carole Williams bcunewera@att.net (708) 389-5730 blackcontractorsunited.com</p>	
<p>CONSTRUCTION BUSINESS DEVELOPMENT CENTER</p> <p>202 S Halsted St Chicago Heights, IL 60411</p> <p>Paul Murtagh pmurtagh@prairiestate.edu (708) 709-3692 prairiestate.edu</p>	<p>FEDERATION OF WOMEN CONTRACTORS</p> <p>216 W Jackson St, #625 Chicago, IL 60606</p> <p>Beth Doria fwcchicago@aol.com (312) 360-1122 fwcchicago.com</p>	<p>CONSTRUCT CONNECT</p> <p>28 N Clark St Chicago, IL 60602</p> <p>Sherwin Deperalta sdeperalta@bidclerk.com (312) 267-1035</p>	
<p>ILLINOIS BLACK CHAMBER OF COMMERCE</p> <p>411 Hamilton Blvd, #1404 Peoria, IL 61602</p> <p>Kenyatta Fisher larryivory@illinoisblackchamber.org (309) 740-4430 illinoisblackchamber.org</p>	<p>ILLINOIS HISPANIC CHAMBER OF COMMERCE</p> <p>222 Merchandise Mart Plaza, #1212 Chicago, IL 60654</p> <p>Omar Duque info@ihccbusiness.net (312) 425-9500 ihccbusiness.net</p>	<p>HISPANIC AMERICAN CONSTRUCTION INDUSTRY ASSOCIATION</p> <p>650 W Lake St, #415 Chicago, IL 60661</p> <p>Jorge Perez jperez@haciaworks.org (312) 575-0389 haciaworks.org</p>	
<p>RAINBOW/PUSH COALITION</p> <p>930 E 50th St Chicago, IL 60615</p> <p>John Mitchell jmitchell@rainbowpush.org (773) 256-2766 rainbowpush.org</p>	<p>WOMENS BUSINESS DEVELOPMENT CENTER</p> <p>8 S Michigan Ave, #400 Chicago, IL 60603</p> <p>Frieda Curry fc Curry@wbdc.org (312) 853-3477 wbdc.org</p>	<p>LATIN AMERICAN CHAMBER OF COMMERCE</p> <p>3512 W Fullerton Ave Chicago, IL 60647</p> <p>D. Lorenzo Padron d.lorenzopadron@laccusa.com (773) 252-5211 laccusa.com</p>	
<p>FOLLOW THE PBC:   </p>			<p>U.S. MINORITY CONTRACTORS ASSOCIATION</p> <p>1250 Grove Ave, #200 Barrington, IL 60010</p> <p>Larry Bullock larry.bullock@usminoritycontractors.org (847) 852-5010 usminoritycontractors.org</p>

OR VISIT US ONLINE AT PBCCHICAGO.COM

2017.04.10

CHICAGO BOARD OF EDUCATION MULTI-PROJECT LABOR AGREEMENT

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

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

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

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

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

113369.10

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

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

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

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

CHICAGO BOARD OF EDUCATION

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

GTM
JMS

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

Date: 3/6/15

Board Report#: 15-0128-EX5

James Bebley Bw
James Bebley, General Counsel

GTM
JMS

Labor Organization: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

By: _____

Its: _____

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

CHICAGO BOARD OF EDUCATION

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

[Handwritten initials]
2015

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Beblay
James Beblay, General Counsel

[Handwritten initials]
2015

Labor Organization: Boilermakers Union Local No. One

Address: 2941 S. Archer Ave

City, State, Zip Code: Chicago IL 60608

Telephone Number: 773-247-5225

By: John F. Riel
As: Business Manager / Secretary Treasurer

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

CHICAGO BOARD OF EDUCATION

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

DM
4/8

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bobloy
James Bobloy, General Counsel

DM
4/8

Labor Organization: Cement Masons Local 502

Address: 739 25th Ave

City, State, Zip Code: REUNION IL 60094

Telephonic Number: 708-344-9100

By: TOTAL AREA

Its: PRESIDENT

3-9-15

-7-

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

CHICAGO BOARD OF EDUCATION

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

JTM
KDS

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bobley
James Bobley, General Counsel

JTM
KDS

Labor Organization: INTERNATIONAL UNION OF
ELEVATOR CONSTRUCTORS

Address: LOCAL NO. 2

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

Telephone Number: Chicago Ridge, IL 60415

708-907-7770

By: David J. Vitale
Its: Business MGR/President

113369.10

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

CHICAGO BOARD OF EDUCATION

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

ARM
YES

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Behley
James Behley, General Counsel

ARM
YES

Labor Organization: Laborers District Council of Chicago & Vicinity

Address: 999 McClintock Drive Suite 300

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

Telephone Number: 630.655.8289

By: James P. Lawrence
Its: Business Manager

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

CHICAGO BOARD OF EDUCATION

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

JTM
FEB 3

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

JTM
FEB 3

Labor Organization: IRON WORKERS LOCAL #1

Address: 7720 INDUSTRIAL DR.

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

Telephone Number: 708.366.1188

By: Craig Salazar
Its: PRESIDENT / BM

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

CHICAGO BOARD OF EDUCATION

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

JTM
FINE

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

JTM
FINE

Labor Organization: MACHINERY/MOORE RIGGERS MACHINERY & RECTORS

Address: 1820 BEACH ST.

City, State, Zip Code: BROADVIEW, ILL 60656

Telephone Number: 708-615-9300

By: Robert E. Fulton

Its: BMTS-T

-7-

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

CHICAGO BOARD OF EDUCATION

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

APM
4/15/15

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bobbly
James Bobbly, General Counsel

APM
4/15/15

Labor Organization: Painters District Council #14

Address: 1480 W. Adams

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-0046

By: T. P. [Signature]
Its: _____

113369, 10

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

CHICAGO BOARD OF EDUCATION

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

JTM
2/3/15

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

JTM
2/3/15

Labor Organization: Chicago Journeyman Plumbers Local 130 UA

Address: 1340 W. Washington Blvd.

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-1010

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

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

CHICAGO BOARD OF EDUCATION

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

ATM
FIVE

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

ATM
YMC

Labor Organization: SHEET METAL WORKERS' LOCAL 73

Address: 4550 ROOSEVELT ROAD

City, State, Zip Code: HILLSDALE, IL 60162

Telephone Number: 708-449-0073

By: President
Its: PRESIDENT AND BUSINESS MANAGER

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

CHICAGO BOARD OF EDUCATION

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

ATM
2/3/15

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

ATM
2/3/15

Labor Organization: TEAMsters Local Union No. 731

Address: 1000 Burr Ridge Pkwy. Ste. 300

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

Telephone Number: (630) 887-4100

By: Joe. Hanisch
Its: President

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

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

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

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

CHICAGO BOARD OF EDUCATION

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

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

Date: 3/5/15

Board Report: 15-0128-EX 5-2

James L. Bebley
James L. Bebley, General Counsel

CHICAGO BOARD OF EDUCATION

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

JTM
yes

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

Date: 3/5/15

Board Report: 15-0128-EXS-2

James L. Bebley
James L. Bebley, General Counsel

JTM
yes

Labor Organization: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

By: _____

Its: _____

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

CHICAGO BOARD OF EDUCATION

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

FTM
Xmas

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

Board Report: 15-0128-EX5-2

James L. Bebley
James L. Bebley, General Counsel

Labor Organization: Local 17 Heat + Frost Insulators

Address: 18520 Spring Creek Dr Suite U

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

Telephone Number: 708 468 8000

By: Brian Flynn
Its: BUSINESS MANAGER

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

CHICAGO BOARD OF EDUCATION

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

ATM
FWS

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

Board Report: 15-0128-EX5-2

James L. Bebley
James L. Bebley, General Counsel

ATM
FWS

Labor Organization: ARCHITECTURAL + ORNAMENTAL FW 63

Address: 2525 W. LEXINGTON ST

City, State, Zip Code: BROADVIEW, IL 60155

Telephone Number: 708-344-7727

By: [Signature]

Its: BUSINESS MANAGER, FST

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

CHICAGO BOARD OF EDUCATION

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

FTM
2/3/15

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

Board Report: 15-0128-EX5-2

James L. Bobley
James L. Bobley, General Counsel

FTM
2/3/15

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

Address: 120 East Ogden Ave, Suite 18A

City, State, Zip Code: Hinsdale, IL 60521

Telephone Number: 630-655-1930

By: Karl D. Saporito

Its: Business Representative

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

CHICAGO BOARD OF EDUCATION

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

FTM
2/3/15

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

Board Report: 15-0128-EX5-2

James L. Bebley
James L. Bebley, General Counsel

Labor Organization: LOCAL 134 IBEW

Address: 600 W WASHINGTON

City, State, Zip Code: CHICAGO IL 60661

Telephone Number: 312 454.1340

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

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

CHICAGO BOARD OF EDUCATION

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

FTM
2/25/15

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

Board Report: 15-0128-EX5-2

James L. Bebley
James L. Bebley, General Counsel

FTM
2/25/15

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

Address: 9838 W. Roosevelt Road

City, State, Zip Code: Westchester IL 60154

Telephone Number: 708-345-0970

By: Dan Menzel
Its: President/Business Manager

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

CHICAGO BOARD OF EDUCATION

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

FTM
2/28/15

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

Board Report: 15-0128-EX5-2

James L. Behley
James L. Behley, General Counsel

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

Address: 11900 S. Laramie Avenue

City, State, Zip Code: Alsip, IL 60803

Telephone Number: 708-597-1800

By: [Signature]
Its: Business Manager

Labor Organization: CEMENT MASONS UNION LOCAL 502

Address: 739 25th AVENUE

City, State, Zip Code: BELLWOOD FL 60104

Telephone Number: 708544900

By: *[Signature]*

Its: RECEIVED

Labor Organization: CARPENTERS COUNCIL

Address: 12 EAST ERILE ST.

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

Telephone Number: (312) 787-3076

By: Gay Rymon

As: VICE PRESIDENT

3-9-15

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

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

5860 W. 111th St.

Chicago Ridge, IL 60415

Telephone Number: 708-907-7220

By: [Signature]
Its: Business MGR / President

Labor Organization: Laborers District Council of Chicago-Vicinity

Address: 999 McClintock Drive, Suite 300

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

Telephone Number: 630.655.8289

By: Jimmy Plummer

Its: Business Manager