CONTRACTOR: CCCJV

CONTACT NAME: Frank Kutschke

ADDRESS: 9101 S. Baltimore Ave.

CITY/STATE/ZIP: Chicago, IL 60617

PHONE NUMBER: (773) 721-2500

FAX NUMBER: (773) 721-0543

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#### TO BE EXECUTED IN DUPLICATE

EMAIL:

**BOOK 1:** 

### PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS

**CONTRACT NO. C1584** 

MT. GREENWOOD ELEMENTARY SCHOOL ANNEX II – SITE PREPARATION
10841 SOUTH HOMAN AVENUE
CHICAGO, IL 60655
PROJECT #05145

# 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 8/4/2017

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.

Jegues August A 2017

# **TABLE OF CONTENTS**

l.	INTRODUCTION	4
II.	PROJECT INFORMATION	4
	A. GENERAL INFORMATION	Z
	B. MANDATORY PROJECT SPECIFIC CONTRACTOR STAFFING REQUIREMENTS	<del>6</del>
	C. SCHEDULING SOFTWARE REQUIREMENTS	<del>(</del>
	D. ONLINE COLLABORATION AND DOCUMENTATION MANAGEMENT SYSTEM REQUIREME	ENTS 6
	E. TIME OF COMPLETION	6
	F. COMMISSION'S CONTRACT CONTINGENCY	6
	G. COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED	6
	H. LIQUIDATED DAMAGES	e
	I. PREVAILING WAGE RATES	<del>(</del>
III.	INSTRUCTIONS FOR BIDDERS	7
	A. EXAMINATION OF DOCUMENTS BY BIDDER	7
	B. INTERPRETATIONS OF ADDENDA	7
	C. PRE-QUALIFICATION OF BIDDERS	7
	D. EVIDENCE OF CONTINUING QUALIFICATIONS OF BIDDER	7
	E. PREPARATION OF BID	
	F. BID DEPOSIT	8
	G. BIDDER'S EXECUTION OF BID	8
	H. AFFIDAVIT OF NON-COLLUSION	9
	I. MBE AND WBE COMMITMENTS	
	J. LOCAL BUSINESS SUBCONTRACTING PARTICIPATION AND COMMUNITY HIRING	9
	K. DISCLOSURE OF RETAINED PARTIES	10
	L. SUBMISSION OF BID	10
	M. WITHDRAWAL OF BIDS BEFORE BID OPENING	10
	N. OPENING OF BIDS	10
	O. EVALUATION OF BIDS	10
	P. BASIS OF AWARD	10
	Q. PERFORMANCE AND PAYMENT BOND AND INSURANCE	10
	R. PROTESTS	1
	S. LICENSING	1
	T. AWARD OF CONTRACT, CANCELLATION, OR REJECTION OF BIDS	1
	U. ALTERNATES-COMMISSION DISCRETION	12
	V. PROJECT LABOR AGREEMENT (PLA)	1:
IV.	PROPOSAL AND EXECUTION DOCUMENTS	1
	A. CONTRACTOR'S BID	13
	B. BID FORM – BASE WORK	14

# PUBLIC BUILDING COMMISSION OF CHICAGO

	C. SITE WORK ALLOWANCE SCHEDULE – MT. GREENWOOD ELEMENTARY SCHOO	L ANNEX II -
	SITE PREPARATION	15
	D. ACCEPTANCE OF THE BID	17
	E. ALTERNATES	18
٧.	PROPOSAL SUPPORT DOCUMENTS	18
	A. BASIS OF AWARD (AWARD CRITERIA FIGURE)	18
VI.	ADDITIONAL DOCUMENTS TO BE EXECUTED	22
	Affidavit Of Non-collusion	22
	SCHEDULE B - Joint Venture Affidavit (1 of 3)	23
	SCHEDULE C - Letter of Intent from MBE/WBE (1 of 2)	26
	SCHEDULE E - Request for Waiver from MBE/WBE Participation	30
	Disclosure of Retained Parties	31
	Performance and Payment Bond	33
	Bond Approval	36
DOC	UMENT SUBMITTAL CHECKLIST	37
EXHI	IBIT #1 COOK COUNTY PREVAILING WAGE RATES – EFFECTIVE JUNE 5, 2017	38
EXHI	IBIT #2 INSURANCE REQUIREMENTS	59
EXHI	IBIT #3 PROJECT COMMUNITY AREA MAP	62
EXHI	IBIT #4 ASSIST AGENCIES	63
EVUI	IDIT #6 DDO ICCT I ADOD ACDEEMENT	64

#### 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

 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. C1584**

# MT. GREENWOOD ELEMENTARY SCHOOL ANNEX II – SITE PREPARATION 10841 SOUTH HOMAN AVENUE CHICAGO, IL 60655 PROJECT #05145

General Description of Scope of Work:

Site preparation consisting of selective demolition; excavation; concrete poured in-place caissons; concrete grade beams; and rough grading.

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

- 3. Construction Budget: \$1,100,000.00 (excluding Allowances and Commission's Contract Contingency Funds).
- 4. User Agency: Chicago Public Schools
- 5. Project is located in Ward: 19
- For purposes of the community hiring requirement, "Project Community Residents" shall mean persons domiciled within the Project Community Areas as designated on "Exhibit# 3 Project Community Area Map."
- Requests for Information: send to Public Building Commission of Chicago, Attn: Ms. Patricia Montenegro, Contract Officer by (email) patricia.montenegro@cityofchicago.org or (fax) 312-744-3572.
- 8. Contract Documents are available on the Project Page of PBC's website at: <a href="www.pbcchicago.com">www.pbcchicago.com</a> and available with our Assist Agencies. Please refer to Exhibit 4 for a list of our Assist Agencies.
- Pre-Bid Meeting Date, Time, and Location: Wednesday, August 9, 2017 at 10:00 a.m. in the Mt. Greenwood Elementary School Lunch Room, located at 10841 South Homan Avenue, in Chicago, Illinois 60655. Attendees may use school parking lot. Entrance is through Door #10 off the parking lot. Street parking is available.
- 10. Mandatory Technical Review Meeting/Site Visit for Prequalified Bidders: Wednesday, August 9, 2017 at 10:30 a.m. in the Mt. Greenwood Elementary School Lunch Room, located at 10841 South Homan Avenue, in Chicago, Illinois 60655. Attendees may use school parking lot. Entrance is through Door #10 off the parking lot. Street Parking is available. 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, B, and C Prequalified Bidders for the Mt. Greenwood Elementary School Annex II Site Preparation Project are listed below:

#### Class A

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.; Madison Construction Company; 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

#### Class B

Aldridge Electric, Inc.; Brandenburg Industrial Service Company; Broadway Electric, Inc.; Frederick Quinn Corporation; John Burns Construction; The Lombard Company; O.A.K.K. Construction Company, Inc.; Poulos, Inc.; R. T. Milord Company; Reliable & Associates Construction Company

#### Class C

CCCJV; Cosgrove Construction, Inc.; Drive Construction, Inc.; G.E. Riddiford Company, Inc.; Kee Construction, LLC; McDonagh Demolition, Inc.; O.C.A. Construction, Inc.; Oakley Construction Company, Inc.; Robe, Inc.

12. Bid Due Date and Public Bid Opening Date, Time, and Location: Bids Due: Bids are due Thursday, September 7, 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:

17.64% MBE and 4.07% WBE

17. Source of Funding:

Chicago Public Schools

 Pre-Award Meeting Date, Time, and Location: A Pre-Award is tentatively scheduled for Friday, September 8, 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
- 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: the Caissons and Concrete Work.

### B. Mandatory Project Specific Contractor Staffing Requirements

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

#### 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 January 12, 2018.

### F. Commission's Contract Contingency

- 1. The Commission's Contract Contingency for this project is: \$35,000.00
- 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 make available one electronic set of Drawings and Specifications available to all eligible Contractors.

#### 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.
- 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 <a href="https://www.illinois.gov/idol">https://www.illinois.gov/idol</a> 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 <a href="mailto:patricia.montenegro@cityofchicago.org">patricia.montenegro@cityofchicago.org</a> no later than <a href="mailto:Friday">Friday</a>, <a href="mailto:August 18">August 18</a>, <a href="mailto:2017">2017</a> 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; <a href="mailto:patricia.montenegro@cityofchicago.org">patricia.montenegro@cityofchicago.org</a> 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.
- 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.
- 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.
- 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.
- 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

- 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.
- 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:

#### 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.

#### 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.
- Bids received prior to the advertised hour of opening will be securely kept by the Commission.
- 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.
- Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.
- 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

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

#### Q. Performance and Payment Bond and Insurance

- 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.
- 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.
- 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.

CCCIV Respondent: Date of Issue: August 4, 2017 Page 10 of 117

- 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		
All		
No later than five (5) calendar days before Bid Opening		
No later than ten (10) calendar days after Bid Opening		
No later than ten (10) calendar days after Award		
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.
- 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.
- 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

{INTENTIONALLY OMITTED}

# V. Project Labor Agreement (PLA)

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. C1584, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), c), Technical Specifications (Book 3), d) Plans and Drawings, and e) Addenda Nos. (None unless indicated here)

Addendum #1 dated 08/23/2017

Addendum #2 dated 09/05/2017

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 MT. GREENWOOD ELEMENTARY SCHOOL ANNEX II — SITE PREPARATION 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.

Respondent: <u>CCCIV</u>

# B. BID FORM – BASE WORK

FIRM NAME: CCCJV

LINE	ITEM	A۱	OUNT	
1.	BASE WORK ONLY	\$	985,886.00 5 55 12000	WR
2.	COMMISSION'S CONTRACT CONTINGENCY	\$	35,000.00	
3.	SITE WORK ALLOWANCE	\$	50,000.00	
4.	TOTAL BASE BID (1+2+3)	\$ ,	7,070,886.0,050,11300	WR
AWARD (See Section Figure)	O CRITERIA FIGURE on V. Proposal Support Document, line 15 of Award Criteria	\$	<del>// 870</del> ,886.00	wr

SURETY: Please specify full legal name and address of Surety:	
Liberty Mutual Insurance Company	
1900 E. Golf Road, Suite 650, Schaumburg, IL 60173	

# C. SITE WORK ALLOWANCE SCHEDULE - MT. GREENWOOD ELEMENTARY SCHOOL ANNEX II -SITE PREPARATION

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
and the second s	Demolition, removal, loading, transportation and disposal of underground concrete footings and remnants. Work includes crushing, as required.	Cubic Yards	\$70.00
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 guantities	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:

- All Work associated with the above allowance schedule shall be approved in writing by the Commission Representative prior to proceeding.
- Authorized additional excavation and replacement material will be paid for in accordance with the above allowance schedule.
- 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.

IN WITNESS WHEREOF, the parties hereto have caused this day and year first above written.	instrument to be executed in two (2) original counterparts the
PUBLIC BUILDING COMMISSION OF CHICAGO  Lori Ann Lypson Secretary  CONTRACTING PARTY	Mayor Rahm Emanuel, Chairman
CCCJV Contractor Name	9101 S. Baltimore Ave, Chicago, IL 60617 Address
IF A CORPORATION:	
Name:	
Title:	
Signature:	
ATTEST BY:	
IF A PARTNERSHIP:	Secretary
Partner (Signature) Jennifer L. Cullen  Partner (Signature) William J. Cullen	9101 S. Baltimore Ave., Chicago, IL 60617 Address  9101 S. Baltimore Ave., Chicago, IL 60617 Address
Partner (Signature)  IF A SOLE PROPRIETORSHIP:	Address
Signature	Address
NOTARY PUBLIC	
County of <u>Cook</u> State of <u>IL</u>	
Subscribed and sworn to before me on this <u>07th</u> day of	<u>Sept.</u> , 20 <u>17</u> .
Notary Public Signature (SEAL)	MELISSA D. WINSTON OFFICIAL SEAL OFFICIAL SEAL
Commission Expires: <u>02/07/2018</u>	Motary Public, State of linners My Commission Express My Commission Express February 07, 2018
APPROVED AS TO FORM AND LEGALITY  Neal & Leroy, LLC  Date:	1-18

D. ACCEPTANCE OF THE BID

Respondent: \_

**CCCJV** 

#### E. ALTERNATES

(INTENTIONALLY OMITTED)

#### V. PROPOSAL SUPPORT DOCUMENTS

#### A. Basis of Award (Award Criteria Figure)

To promote the intended goal of economic opportunity and maximize the use of minority personnel on this project, the Public Building Commission of Chicago has established the Award Criteria Figure formula for the purpose of evaluating proposals and awarding the contract. A contract in the amount of the Total Base Bid (or Base Contract Price) will be awarded to the responsible bidder with the lowest Award Criteria Figure 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 4 of BID FORM), in figures	1,070,886.00
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)	
Line 3.	Multiply Line 2 by Line 1 by 0.04	
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.70)	<u> </u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	ø
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)	
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u> </u>
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.15)	
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u> </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)	ø
Line 11.	Multiply Line 10 by Line 1 by 0.03	
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.15)	<b>ø</b>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<i>j</i>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<b>ø</b>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	1,070,884.00
	Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$	1,070,886.00

#### 3. Community Hiring Bonuses

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

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

#### **Definitions**

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

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

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

# 4. Liquidated Damages

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

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

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

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

oate of Issue: August 4, 2017	Respondent: _	CCCJV	
BC Book 1 InstructionstoBidders Mt. Greenwood Elementary School Annex II_C156	84		Page 19 of 117

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:

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:

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.
- 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

Boiler Makers

Bricklayers

Carpenters

Cement Masons Electricians

Elevator Construction

Glaziers

Machinists

Machinery Movers

Ornamental Iron Workers

Lathers

Operating Engineers

Painters

Pile Driver Mechanics

Pipe Fitters/Steam Fitters

Plasterers

Plumbers

Roofers

Sheet Metal Workers

Sprinkler Fitters

Technical Engineers

Truck Drivers

**Tuck Pointers** 

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

#### 7. Trade Participation - For Information Only

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

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

TRADE PARTICIPATION	PERCENT OF MINORITY
Carpentry	<u> </u>
<u>Cement</u>	35%
Operating Engineer	35%
Pile Driver Mechanics	0%
Truck Drivers	35%

# 8. Identification of Critical Subcontractors Required at Time of Bid

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.

Caisson Subcontractor
Firm Name: Revcon Construction Corporation
Concrete Subcontractor
Firm Name: CPMH Construction, Inc.

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: the Caissons and Concrete Work.

#### ADDITIONAL DOCUMENTS TO BE EXECUTED VI.

# Affidavit Of Non-collusion

STATE OF ILLINOIS } }SS			
COL	COUNTY OF COOK }		
William J. Cullen Jennifer L. Cullen, being first duly sworn, deposes and says that:			
(1)	He/She is Partner  (Owner, Partner, Officer, Representative or Agent) of CCCJV  the Bidder that has submitted the attached Bid;		
(2)	(2) That Bidder is fully informed respecting the preparation and contents of the attached circumstances respecting such Bid;	Bid and of all pertinent	
(3)	(3) Such Bid is genuine and is not a collusive or sham bid;		
(4)	(4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employ including this affiant, has in any way colluded, connived, conspired, or agreed, directly o Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for been submitted or to refrain from bidding in connection with such Contract, or has in any m sought by agreement or collusion or communication or conference with any other Bidder, firm or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful against the Public Building Commission of Chicago or any person interested in the proposed	r indirectly, with any other which the attached bid has anner, directly or indirectly, m, or person to fix the price ost element of the bid price agreement any advantage	
(5)	(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by connivance, or unlawful agreement on the part of the Bidder or any of its agents, represent or parties in interest, including this affiant.		
(6) (Sig	(6) The Bidder is not barred from bidding as a result of having violated Illinois Criminal Cod rigging), 720 ILCS 5/33E-4 (Bid rotating) or the Prevailing Wage Act, 30 ILCS 570/0.01 throughout the prevailing Wage Act, 30 ILCS 570/0.01 through the p	e, 720 ILCS 5/33E-3 (Bid- igh 570/7.	
0	President		
	(Title) Subscribed and sworn to before me this <u>07th</u> day of <u>Sept.</u> 20 <u>17</u>	-	
(Titl	Notary  (Title)  My Commission expires: 02/07/2018  MELISSA D. WINSTON OFFICIAL SEAL.  Notary Public, State of timeos My Commission Expires February 07, 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.	Na	me of joint venture	CCCJV		
В.	Address of joint venture		9101 S. Baltimore Ave.		
	,,	aroov or joint voiltare	Chicago, IL 60617		
			(773) 721-2500		
C.	Pho	one number of joint venture			
D.	Identify the firms that comprise the joint venture				
		CCC Holdings, Inc. dba Chicago C	Commercial Construction .		
	S	Sharlen Electric Company			
<ol> <li>Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly define must here be shown as under the responsibility of the MBE/WBE firm.)</li> </ol>		(s) in the joint venture. (Note that a "clearly defined portion of work" billty of the MBE/WBE firm.)			
2. Describe very briefly the experience and business qualifications of each non-MBE/WBE		Describe very briefly the experience and bu	siness qualifications of each non-MBE/WBE joint venturer.		
	CCC-Project Management and Supervision				
	Sharlen -Electrical Contracting				
		lure of joint venture's business			
	CCCIV				
		CCCIV			
F.	Pro	ovide a copy of the joint venture agreement.			
G.	Ow	Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE?%			
H. Specify:		ecify as to:			
	1.	Profit and loss sharing	87.3% CCC/ 12.7% Sharlen %		
	2.	Capital contributions, including equipment			
	3.	Other applicable ownership interests, include control.	ling ownership options or other agreements which restrict ownership or		
			o Commercial Construction (CCC) and Sharlen Electric, Line Items are eposits and loss sharings and capital contributions vary from project to project.		

CCCIV Respondent:

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

who	are ne re Fin	of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) responsible for day-to-day management and policy decision making, including, but not limited to, those with sponsibility for:  ancial decisions oseph Kibbon, Caucasian, Male, CFO-Sharlen nagement decisions such as:			
2. 3. 4.	]. Ma	oseph Kibbon, Caucasian, Male, CFO-Sharlen nagement decisions such as:			
3, 4. 5,		•			
<b>4. 5</b> ,	a.	Fstimating			
<b>4. 5</b> ,		Scott Joslyn, Caucasian, Male, Senior Estimator-CCC			
<b>4. 5</b> ,	b.	Marketing and Sales N/A			
<b>4. 5</b> ,	C.	Hiring and firing of management personnel <u>Frank Kutschke, Caucasian, Male, Vice President-CCC</u>			
<b>4. 5</b> ,	d.	Olher			
5,	Pur	rchasing of major items or supplies ennifer L. Cullen, Caucasian, Female, President-CCC			
		pervision of field operations ary Schlinger, Caucasian, Male, Superintendent-CCC			
6.		pervision of office personnel <u>Danne Joslyn, Caucasian, Female, Office Manager-CCC</u>			
	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.  There will be a separate cost center established and Chicago Commercial Construction will manage the books for this project.				
	CCCIV will directly pay subcontractor costs. CCC will be reimbursed for management expenses and Sharlen will be reimbursed for Electrical expenses. Estimated cash flows are \$15,000 for Sharlen Electric and \$75,000 for CCC.				
7.		nte approximate number of operational personnel, their craft and positions, and whether they will be employees the majority firm or the joint venture.			
		Management personnell from CCC and an Accountant from CCC. 2 Management personnel and an electrician from Sharlen Blectri nere are no employees from CCJV.			
J. Plei	ase s	state any material facts of additional information pertinent to the control and structure of this joint venture.			
<del></del>					

### 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.

Sharlen Electric Company	Chicago Commercial Construction
Name of Joint Venturer	Name of Joint Venturer
1000/ /// // -	( Vennules & Gull -
Signature	Signature
	ygrididis U
William J. Cullen	Jennifer L. Cullen
Name	Name
President	President
Title09/07/2017	Title 09/07/2017
Date	Date
State ofILCounty ofCook	State of <u>IL</u> County of <u>Cook</u>
On this <u>07</u> day of <u>Sept.</u> , 20 <u>17</u>	On this <u>07</u> day of <u>Sept.</u> , 20 <u>17</u>
before me appeared (Name)	before me appeared (Name)
William J. Cullen	Jennifer L. Cullen
to me personally known, who, being duly sworn,	to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state	did execute the foregoing affidavit, and did state
that he or she was properly authorized by	that he or she was properly authorized by
(Name of Joint Venture)	(Name of Joint Venture)
Sharlen Electric Company	Chicago Commercial Construction
to execute the affidavit and did so as his or her	to execute the affidavit and did so as his or her
free act and deed.	free act and deed.
a Telletta	
Notary Public	Notary Public
Commission expires: 02/07/2018 (SEAL)	Commission expires: 02/07/2018 (SEAL)
MELISSA D. WINSTON OFFICIAL SEAL Notary Public, State of Hinors My Commission Expires February 07, 2018	MELISSA D. WINSTON OFFICIAL SEAL Notary Public, State of lilmors My Commission Expires February 07, 2018

#### JOINT VENTURE AGREEMENT

This JOINT VENTURE AGREEMENT (the "<u>Agreement</u>") is dated and effective as of <u>January 2</u>, 2015 and governs the affairs of CCC JV, an Illinois common law partnership ("<u>JV</u>") by and between Sharlen Electric Co., an Illinois corporation ("<u>Sharlen</u>") and CCC Holdings, Inc., an Illinois corporation ("<u>CCC</u>"). The foregoing are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

#### RECITALS

- A. The Parties desire to cooperate in bidding for certain construction contracts (each a "Project") in which one or both of the Parties will provide their respective services.
- B. Each Party possesses expertise in specific technical areas which, when combined with the expertise of the other Party, should address certain needs of an owner, contractor, project manager or other third party who would contract with one of the Parties in connection with a project (collectively, a "Construction Contractor");
- C. The Parties expect to cooperate in preparing proposals for construction services for projects, and if a contract is awarded for a project, coordinating their efforts to perform certain services required for the project.
- NOW THEREFORE, in consideration of the foregoing recitals, and the mutual agreements, promises, covenants, representations, warranties, acknowledgments and other terms, conditions, and provisions set forth herein, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

# ARTICLE 1 MANAGEMENT

- 1.1 Management. The powers of the JV shall be exercised by or under the authority of, and the business and affairs of the JV shall be managed under the exclusive direction of, a management committee (the "Management Committee") consisting of one representative appointed by each Party (each a "Committee Member"). Each Committee Member appointed by a Party shall have authority to act on behalf of such Party with respect to the Management Committee and in all matters related to a Project. A Party may change the representative appointed as a Committee Member by providing written notice to the other Party.
- 1.2 Manner of Acting. The affirmative vote of both the Committee Members shall constitute the action of the Management Committee. Any action required or permitted to be taken at a meeting of the Management Committee may be taken without a meeting if one or more written consents setting forth the action so taken shall be signed by both Committee Members.
- 1.3 Responsibilities. The Management Committee shall be responsible for (i) coordinating the efforts of the Parties in submitting any Proposals for any Project, (ii) if a Proposal is accepted, negotiating a construction contract with the Construction Contractor (the

"Construction Contract"); the Construction Contract may be executed by one of the Parties, and the Party executing the Construction Contract may then enter into a subcontract agreement with the other Party (any such subcontract agreement being referred to as a "Subcontract Agreement" herein), (iii) if a Proposal is accepted, coordinating efforts for the execution of a Subcontract Agreement between the Party executing the Construction Contract and the other Party, and (iv) if a Construction Contract is executed, coordinating the work required under the Construction Contract as between the Parties. The Management Committee may agree that the work to be performed under a particular Project shall be performed by only one of the Parties.

### ARTICLE 2 PROPOSALS

- 2.1 Cooperation with Proposal. If a Project will require the services of both Parties, the Parties shall cooperate with each other in developing a proposal for presentation to the Construction Contractor with respect to certain construction services for a Project (the "Proposal") and in providing certain services for the Project on the basis of mutual trust, good faith, and fair dealing. The Parties shall cooperate to consolidate and reconcile the cost estimates for each Party, develop a combined cost estimate for the work of the Parties for a Project, and prepare a Proposal for a Project.
- 2.2 Award of Work. If a Proposal is accepted and a Project awarded, the Management Committee shall negotiate in good faith with the Construction Contractor to finalize a Construction Contract.
- 2.3 Costs of Proposal. Each Party shall individually bear all costs that it may incur in preparing a Proposal, negotiating a Construction Contract, or negotiating a Subcontract Agreement.

# ARTICLE 3 PERFORMANCE OF CONSTRUCTION CONTRACT

- 3.1 General. If a Construction Contract is executed, each Party shall perform its work for the Project (as determined by the Management Committee) in a timely manner in accordance with the terms of this Agreement, the Construction Contract and any Subcontract Agreement for the Project. Each Party shall perform the work required of such Party in the Construction Contract and in any Subcontract Agreement, as modified by any change orders or supplemental agreements entered into in connection with the Construction Contract or by the Parties in connection with any Subcontract Agreement.
- 3.2 Expenses. Each Party shall pay its own expenses in connection with performing such Party's services under each Project. Any expenses in connection with the operation of the JV shall be borne equally by the parties.
- 3.3 Revenues. All revenue received for each Project shall be distributed and allocated to each Party according to the percentages agreed by the Management Committee for each Project. Such percentages shall be based on the relative amount of work (and expenses thereof) performed by each Party for each Project. Such percentages shall be separately determined for each Project, and such percentages may be different for each Project.

# ARTICLE 4 INDEMNIFICATION; RIGHT OF CONTRIBUTION

- 4.1 Indemnification. Each Party (an "Indemnifying Party") shall indemnify, defend, and hold the other Party (an "Indemnified Party") harmless from and against any and all Losses suffered by any such Indemnified Party resulting from or arising out of the following (the "Indemnification Events"): (i) such Indemnifying Party's negligence or willful misconduct in the performance of its work on any Project, (ii) any actions or omissions by such Indemnifying Party causing a breach of the Construction Contract, (iii) a breach by such Indemnifying Party of a Subcontract Agreement, or (iv) a breach by such Indemnifying Party of this Agreement. For purposes of this Agreement, "Losses" means any liabilities, damages, costs or expenses, including, without limitation, reasonable attorneys' fees and expenses, which arise from any claim, lawsuit, demand or other action by any third party.
- 4.2 Indemnification Procedures. The Indemnified Party shall notify, in writing, each Indemnifying Party within 15 days of the assertion of any claim or discovery of any fact upon which the Indemnified Party intends to base a claim for indemnification. An Indemnified Party's failure to so notify an Indemnifying Party shall not, however, relieve such Indemnifying Party from any liability under this Agreement to the Indemnified Party with respect to such claim except to the extent that such Indemnifying Party is actually denied, during the period of delay in notice, or materially prejudiced with respect to, the opportunity to remedy or otherwise mitigate the event or activities giving rise to the claim for indemnification and thereby suffers or otherwise incurs additional quantifiable damages as a result of such failure. An Indemnifying Party shall be responsible for the defense of any claim, demand, lawsuit, or other proceeding in connection with which an Indemnified Party claims indemnification hereunder. An Indemnified Party shall have the right at its own expense to participate jointly with an Indemnifying Party in the defense of any such claim, demand, lawsuit or other proceeding, but with respect to any issue involved in such claim, demand, lawsuit or other proceeding with respect to which such Indemnifying Party has acknowledged its obligation to indemnify the Indemnified Party hereunder, such Indemnifying Party shall have the right to select counsel, settle, try or otherwise dispose of or handle such claim, demand, lawsuit or other proceeding on such terms as such Indemnifying Party shall deem appropriate, subject to any reasonable objection of the Indemnified Party.

# ARTICLE 5 OTHER MATTERS

#### 5.1 Capital Accounts.

(a) The Parties intend that the Parties shall not be required to make capital contributions to the JV. In the event that capital contributions are made by either Party, a separate capital account ("Capital Account") shall be maintained for each Party on the books and records of the JV. Each Party's Capital Account shall be increased by (1) the amount of money contributed by such Party to the JV; (2) the fair market value of contributions of property (as determined in good faith by the Management Committee) by such Party to the JV (net of liabilities secured by such contributed property that the JV is considered to have assumed or taken subject to under Code Section 752); (3) allocations to such Party of Net Profits; (4)

allocations to such Party of income described in Code Section 705(a)(1)(B); and (5) allocations increasing such Party's Capital Account. Each Party's Capital Account shall be decreased by (1) the amount of money distributed to such Party by the JV; (2) the fair market value of any other property (as determined in good faith by the Management Committee) distributed to such Party by the JV pursuant to this Agreement (net of liabilities secured by such distributed property that such Party is considered to assume or take subject to under Code Section 752); (3) allocations to such Party of Net Losses; (4) allocations to such Party of expenditures described in Code Section 705(a)(2)(B); and (5) allocations decreasing such Party's Capital Account.

- (b) The manner in which Capital Accounts are to be maintained pursuant to this Section 5.1 is intended to comply with the requirements of Code Section 704(b) and the Treasury Regulations promulgated thereunder. If the Management Committee determines that the manner in which Capital Accounts are to be maintained pursuant to this Section 5.1 should be modified in order to comply with Code Section 704(b) and the Treasury Regulations, then notwithstanding anything to the contrary contained in this Section 5.1, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Parties as set forth in this Agreement.
- (c) Except as otherwise required in the Act, no Party shall have an obligation to make an additional contribution to the JV to restore any deficit balance in such Party's Capital Account.
- 5.2 Transferability. Notwithstanding anything to the contrary in this Agreement, neither Party shall transfer, sell, assign, pledge, hypothecate, encumber, gift, mortgage, or convey (each a "<u>Transfer</u>") its interest in the JV without the written approval of the other Party. Any Transfer not in compliance with Section 5.2 shall be null, void, invalid, and of no effect. An assignee shall not be entitled to receive any distributions from the JV and shall not be entitled to vote on any matter.
- 5.3 Withdrawal. Any Party may withdraw from the JV by written to the other Party; provided that the withdrawing Party shall not have any right to receive any consideration for its interest in the JV, including any return of capital or profits.

# ARTICLE 6 TERM; TERMINATION

- 6.1 Term. The term of this Agreement shall commence on the Effective Date and continue until terminated as provided herein.
- 6.2 **Termination**. Any Party may terminate this Agreement at any time by providing 60 days written notice to the other Party. Upon termination of this Agreement, each Party shall continue to complete any pending projects that such Party is providing services on behalf of the JV, and all of the terms of this Agreement shall expressly survive the termination of this Agreement with respect to any project that continues following the termination of this Agreement.

# ARTICLE 7 MISCELLANEOUS PROVISIONS

- 7.1 Governing Law and Venue. This Agreement shall be governed by, and interpreted in accordance with the laws of the State of Illinois, without reference to choice-of-law or conflict-of-law principles. Venue for any controversy or proceeding, judicial or otherwise, instituted by either party to this Agreement, shall be in applicable state or federal courts located in or governing Cook County, Illinois, and each party hereby irrevocably accepts and submits to the exclusive in personam jurisdiction of such court with respect to any such action, suit, or proceeding.
- 7.2 Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions shall nonetheless be enforceable according to their terms. Further, if any provision is held to be overbroad as written, such provision shall be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and shall be enforced as amended.
- 7.3 Assignment and Successors. Neither party shall assign this Agreement in whole or in part without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
- 7.4 Waiver. A party's waiver of such party's rights under this Agreement on one occasion shall not be deemed to be a waiver of its rights on subsequent occasions.
- 7.5 No Third Party Beneficiaries. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights, remedies, or benefits to, or be enforceable by, any person other than the parties hereto.
- 7.6 Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and provided to the other Party. Notices shall be deemed to have been sufficiently given or served for all purposes upon: (i) the actual receipt by the recipient, if notice is given by personal delivery or any method not described below; (ii) one business day after deposit of notice, if notice is given by reputable overnight commercial courier service for next day delivery; (iii) four business days after mailing, if notice is given by U.S. mail, postage prepaid; and (iv) when sent, if notice is given by facsimile or e-mail and a confirmation copy of such notice is simultaneously sent by personal delivery, U.S. mail, or reputable overnight commercial courier service.
- 7.7 Amendments. This Agreement may be amended only with the written consent of each of the Parties hereto.
- 7.8 Entire Agreement. This Agreement constitutes the entire agreement among the Parties hereto and contains all the agreements among such Parties with respect to the subject matter hereof and supersedes any and all other agreements, either oral or written, between such Parties with respect to the subject matter hereof.
- 7.9 Assignment and Successors. No Party shall assign this Agreement in whole or in part without the prior written consent of the other Party. Any assignment made or attempted

in violation of this Section shall be void and of no effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their successors and assigns, and other legal representatives.

- 7.10 Specific Performance/Injunctive Relief. Unless specifically stated herein, nothing contained herein shall bar a Party's right to obtain specific performance of the provisions of this Agreement and/or injunctive relief against threatened conduct that will cause loss or damages, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions.
- 7.11 Cooperation. Each Party shall execute and deliver such certificates, agreements, and documents, and take such other actions, as may be reasonably requested by the other Party in connection with the transactions contemplated by this Agreement.
- 7.12 Independent Advice. Each Party has been advised and has had the opportunity to seek independent legal, tax and financial advice in connection with this Agreement.
- 7.13 Counterparts; Facsimile Signatures. The parties may execute this Agreement in multiple counterparts, each of which shall be deemed an original copy of this Agreement and all of which, when taken together, shall constitute one and the same instrument. A facsimile of any executed counterpart transmitted electronically by e-mail or fax shall be as binding as an original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SHARLEN ELECTRIC CO.

By:

Name: Wallan & Coller

Title: President

CCC Holdings, Inc.

By:

Jame: Jennifer L. Collen

Title: PESSIDENT.



# PROJECT # 17-12-1001

October 19, 2017

# Amendment to CCCJV Agreement - Mt. Greenwood Annex II

Public Building Commission project # 05145

7.14 - For this project Chicago Commercial Construction will be performing Project Management, Contract Management, and Accounting functions and Sharlen Electric will be performing Electrical work.

7.15 - Chicago Commercial Construction will be responsible for 87.3% of the project and Sharlen Electric will be responsible for 12.7% of the project.

William J. Cullen President

Sharlen Electric

January & Cull Jennifer L. Cullen 10.19-17

President "

**Chicago Commercial Construction** 

SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation (1 of 2)
Name of Project: Mt. Greenwood Elementary School Annex II
STATE 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
CCCJV
Name of General Contractor whose address is
9101 S. Baltimore Ave.
in the City of <u>Chicago</u> , State of <u>II</u> , 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		ward MBEWBE als
	Accordance with Schedule C	MBE	WBE
CPMH Construction, Inc.	Demolition, Excavation, Sewer Utilities	\$253,930.00	\$
HCR Carriers Inc	Trucking	\$	\$ 31,000.00
Professionals Associated Construction Layout & Survey Co, Ltd	Surveying	\$	\$ 20,000.00
Great Lakes Metals Corp	Metals	\$	\$12,120.00
		\$	\$
	<u> </u>	\$	\$
		\$	\$
		\$	\$
	Total Net MBEN/BE Credit	\$ 253,930.00	\$6,3120.00
	Percent of Total Base Bid	23.7 %	. 5.89 %

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: CCC Holdings, Inc. dba Chicago Commercial Construction Name of Contractor (Print)	Signature & Cull
<u>09/07/2017</u> Date	Jennifer L. Cullen Name (Print)
(773) 721-2500 Phone	
IF APPLICABLE:	
BY: Sharlen Electric Company	Well Mill
Joint Venture Partner (Print)	Signature
09/07/2017	William J. Cullen
Date (773) 721-0700	Name (Print)
(773) 721-9208	MBE WBE Non-MBE/WBE
Phone/FAX	

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

Subcontractor, Subconsultant, and/or Material Supplier

Name of Project: PBC Mt. GREENWOOD ECEMENTARY ANNEX Site
Project Number: 05/45
FROM:  CPMH Construction Inc. MBE WBE  (Name of MBE or WBE)
TO:  Chicago Commercial Construend Public Building Commission of Chicago (Name of Bidder)
The undersigned intends to perform work in connection with the above-referenced project as (check one):
a Sole Proprietor a Corporation
a Partnership a Joint Venture
The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 09-01-22. 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.  Demo - Excavation - + Utilities
The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. $\frac{284}{930} = \frac{930}{20}$

## 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, s	pecifically describe the work and subcontract dollar amount:
If more space is needed to fully describe the MBE/W additional sheet(s).	BE firm's proposed scope of work and/or payment schedule, attach
% of the dollar value of the MBE/WBE s *If MBE/WBE subcontractor will not be sub-subco	ubcontract will be sublet to non-MBE/WBE contractors. ubcontract will be sublet to MBE/WBE contractors. ntracting any of the work described in this Schedule, a zero (0) 0% percent of the value of the MBE/WBE subcontractor's scope ription of the work to be sublet must be provided.
The Undersigned (Contractor) will enter into a formal execution of a contract with the Public Building Commi of a notice of Contract award from the Commission.	agreement for the above work with the Bidder, conditioned upon its ssion of Chicago, and will do so within five (5) working days of receipt
used in the performance of this contract, meet the Actual policy, codes, state, federal or local laws, rules or required.	ts knowledge and belief that it, its principals and any subcontractors gency requirements and have not violated any City or Sister Agency ulations and have not been subject to any debarment, suspension of Additionally, if at any time the Contractor becomes aware of such mission.
BY:  CPMH Construction Inc.  Name of MBE/WBE Firm (Print)  10-18-17  Date	Signature Name (Print)
312 - 929 - 2345 Phone	rano (rino)
IF APPLICABLE: BY:	
Joint Venture Partner (Print)	Signature
Date	Name (Print) MBE WBE Non-MBE/WBE
Phone	

Respondents:

Date of Issue: October 12, 2017
PBC: Book 1\_Instructions to Bidders\_Mt. Greenwood Elementary School Annex II\_C1589



### DEPARTMENT OF PROCUREMENT SERVICES CITY OF CHICAGO

#### AUG. 2 1 2017

Conrado Perez CPMH Construction, Inc. 3129 S. Shields Chicago, IL 60616

Dear Conrado Perez:

We are pleased to inform you that CPMH Construction, Inc. has been recertified as a Minority-Owned Business Enterprise ("MBE") by the City of Chicago ("City"). This MBE certification is valid until 9/01/2022; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 9/01/2018, 9/01/2019, 9/01/2020, and 9/01/2021. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 9/01/2022. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 7/01/2022.

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

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

 File your annual No-Change Affidavit within the required time period;



#### AUG 21 2017

#### CPMH Construction, Inc.

Page 2 of 2

- Provide financial or other records requested pursuant to an audit within the required time period.
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

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

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

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

#### NAICS Code(s):

237110	Sewer construction
237310	Asphalt paving (i.e., highway, road, street, public sidewalk)
237310	Concrete paving (i.e., highway, road, street, public sidewalk)
238910	Excavation contractors
238910	Hydrodemolition (i.e., demolition with pressurized water) contractors
238990	Fence installation (except electronic containment fencing for pets)
484110	General Freight Trucking, Local

Your firm's participation on City contracts will be credited only toward **Minority-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,

Rich Butler

First Deputy Procurement Officer

RB/ag

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

Subcontractor, Subconsultant, and/or Material Supplier

Name of Project:	C MT. Greenwood	Elevely	Annex Site Pre	0.
Project Number:	5145			
FROM:  HCR Carrie  (Name of MBE or WBE)	/S .	_ MBE	WBE	
TO:  CPMH Constru  (Name of Bidder)	ction Inc. and Put	olic Building Commi	ssion of Chicago	
The undersigned intends to p	erform work in connection v	with the above-refer	renced project as (check	one):
a Sole	Proprietor	L	a Corporation	
a Partr			a Joint Venture	
The MBE/WBE status of firm, a Schedule B, Joint Ver The undersigned is prepare connection with the above-ne	In addition, in the can nature Affidavit, is provided. ed to provide the following	ase where the unde	rsigned is a Joint Ventur	e with a non-MBE/WBE
Trucking - Hau	-			
	Sura		,	
The above-described service Contract Documents.  \$\\$3000			ice, with terms of paym	

#### 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, sp	ecifically describe the work and subcontract dollar amount:
If more space is needed to fully describe the MBE/WE additional sheet(s).	BE firm's proposed scope of work and/or payment schedule, attach
% of the dollar value of the MBE/WBE sub-subcortractor will not be sub-subcort	abcontract will be sublet to non-MBE/WBE contractors. abcontract will be sublet to MBE/WBE contractors. attracting any of the work described in this Schedule, a zero (0) appropriate the value of the MBE/WBE subcontractor's scope iption of the work to be sublet must be provided.
The Undersigned (Contractor) will enter into a formal a execution of a contract with the Public Building Commissof a notice of Contract award from the Commission.	agreement for the above work with the Bidder, conditioned upon its sion of Chicago, and will do so within five (5) working days of receipt
used in the performance of this contract, meet the Ag- policy, codes, state, federal or local laws, rules or regu	s knowledge and belief that it, its principals and any subcontractors ency requirements and have not violated any City or Sister Agency lations and have not been subject to any debarment, suspension or Additionally, if at any time the Contractor becomes aware of such hission.
BY:  HCR Carriers, Inc.  Name of MBE/WBE Firm (Print)  10-18-17  Date  312-530-5448  Phone	Signature  Hector Cisneras  Name (Print)
IF APPLICABLE: BY:	
Joint Venture Partner (Print)  Date  Phone	Signature  Name (Print)  MBE WBE Non-MBE/WBE



#### DEPARTMENT OF PROCUREMENT SERVICES

NOV 08 2015

#### CITY OF CHICAGO

Fatima Cisneros HCR Carriers, Inc. 8051 45<sup>th</sup> Place Lyons, IL 60534

Dear Fatima Cisneros:

We are pleased to inform you that HCR Carriers, Inc., has been certified as a Minority and Women – Owned Business Enterprise ("MBE/WBE") by the City of Chicago ("City"). This MBE/WBE certification is valid until 11/04/2020; 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 11/04/2016, 11/04/2017, 11/04/2018 and 11/04/2019. 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 11/04/2020. 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 09/04/2020.

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 MBE/WBE if you fail to:

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

- Notify the City of any changes affecting your firm's certification within 10 days of such change; 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):

NAICS 484110 – General Freight Trucking, local NAICS 484220 – Specialized Freight (except used goods) Trucking, local

Your firm's participation on City contracts will be credited only toward **Minority and 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/ab

#### Vendor Information



#### **Vendor Information**

**Business Name** 

HCR Carriers Inc.

Owner

**Fatima Cisneros** 

Address

8248 Rutherford

> Map This Address

Burbank, IL 60459

Phone

312-520-5722

Fax

708-658-6716

Email

hcrcarriers@gmail.com

#### **Certification Information**

Certifying Agency

City of Chicago

Certification Type

**WBE - Women Business Enterprise** 

Certification Date

11/16/2017

Renewal Date

11/4/2018

**Expiration Date** 

11/4/2020

Certified Business

484110 - General Freight Trucking

Description

484220 - Specialized Freight (except used Goods) Trucking, Local

#### **Commodity Codes**

Code

Description

NAICS 484110

Trucking, general freight, local

NAICS 484220

Specialized Freight (except Used Goods) Trucking, Local

#### **Additional Information**

**Customer Support** 

Print This Page

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

	Name of Project:	PBC Mt. Greenwood Eler	mentary School	Annex II	<del>creat</del>
	Project Number:	C1584			
	FROM:				
Professionals A	Associated Constru	ction Layout & Survey Co. Lt	d. MBE	WBE X	
	(Name of MBE or Wi	BE)	***************************************		
	TO:				
Chicago Cor	nmercial Construc	ion and Publi	c Building Commiss	lon of Chicago	
	(Name of Bidder)				
	The undersigned inte	nds to perform work in connection w	ith the above-referer	nced project as (check	one):
	N. Stydert, O.A. volctory p. p. Curts	a Sole Proprietor	X	a Corporation	
,		a Partnership		a Joint Venture	
	firm, a Schedule B, o The undersigned is connection with the	In addition, in the case oint Venture Affidavit, is provided.  prepared to provide the following above-named project:  g and Construction Layout	described services	or supply the follow	ng described goods in
ar å s bird			, , , , , , , , , , , , , , , , , , ,		
	The above-describe Contract Documents	d services or goods are offered for		e, with terms of paym	ent as stipulated in the
	\$20,000.00			<del>,</del>	
	**************************************		N.		
	( <del>) () () () () () () () () () () () () ()</del>	or the second programme and the second program			

Date of Issue: August 4, 2017 PBC Book 1\_InstructionstoBidders\_Mt. Greenwood Elementary School Annex II\_C1584 Respondent: \_ Page 26 of 117

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

	For any of the above items that are partial pay	ilems, specifically describe the work and subcontract dollar amount:
		MBE/WBE firm's proposed scope of work and/or payment schedule, attack
	additional sheet(s).  SUB-SUBCONTRACTING LEVELS*  0 % of the dollar value of the MBE	:/WBE subcontract will be sublet to non-MBE/WBE contractors.
	O % of the dollar value of the MBE "If MBE/WBE subcontractor will not be sul must be filled in each blank above. If more	EWBE subcontract will be sublet to MBE/WBE contractors.  Desubcontracting any of the work described in this Schedule, a zero (0 than 10% percent of the value of the MBE/WBE subcontractor's scopered description of the work to be sublet must be provided.
	The Undersigned (Contractor) will enter into a execution of a contract with the Public Building of a notice of Contract award from the Commission	a formal agreement for the above work with the Bidder, conditioned upon it Commission of Chicago, and will do so within five (5) working days of receiption.
	used in the performance of this contract, mer	best of its knowledge and belief that it, its principals and any subcontractor at the Agency requirements and have not violated any City or Sister Agenc s or regulations and have not been subject to any debarment, suspension cagency. Additionally, if at any time the Contractor becomes aware of suche Commission.
	BY:	manana e e e e e e e e e e e e e e e e e
Professio	nals Associated Construction Layout & Sur	vey Co. Ltd.
	Name of MBE/WBE Firm (Print)	Signature
	<u>9/7/17</u> Date	Rada Paviovic - President Name (Print)
	847-675-3000 Phone	
	IF APPLICABLE: BY:	·
	Joint Venture Partner (Print)	Signature
	Date	Name (Print)
	Phone	MBE WBE Non-MBE/WBE



#### DEPARTMENT OF PROCUREMENT SERVICES

#### CITY OF CHICAGO

August 29, 2017

Radmila Pavlovic

Professionals Associated Construction Layout and Survey Co. Ltd.
7100 N. Tripp Avenue
Lincolnwood, IL 60712

E-mail: pa@professionalsassociated.com

Dear Radmila Pavlovic:

This letter is to inform you that the City of Chicago has extended your status as a **Women-Owned Business Enterprise (WBE) until October 31, 2017.** We are providing this extension to allow enough time for you to provide any additional documentation that your application may be missing and/or for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until processing has been completed.

Please present this letter and a copy of your last certification letter as evidence of your certification with bid document submittals as needed.

If you have any questions, please feel free to contact our office at (312) 744-4900.

Sincerely,

George Geleman, Jr.

**Deputy Procurement Officer** 

GC/sl

#### Vendor Information



#### **Vendor Information**

**Business Name** 

Professionals Associated Construction Layout and Survey Co.

Owner

Radmila Pavlovic

Address

7100 N. Tripp Ave.

> Map This Address

Lincolnwood, IL 60712

Phone

847-675-3000

Fax

847-675-2167

Email

pa@professionalsassociated.com

Website

http://www.professionalsassociated.com

#### **Certification Information**

Certifying Agency

City of Chicago

Certification Type

**WBE - Women Business Enterprise** 

Certification Date

9/12/2017

Renewal Date

9/1/2018

**Expiration Date** 

9/1/2022

**Certified Business** 

NAICS 531390 Real estate consultants' (except agents, appraisers) offices

Description

NAICS 541370 Land surveying services

#### **Commodity Codes**

Code

Description

NAICS 531390

Real estate consultants' (except agents, appraisers) offices

NAICS 541370

Land surveying services

#### **Additional Information**

**Customer Support** 

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

Name of Project:	Mt. Greenwood Elementary School Annex II - Site Preparation
Project Number:	<u>05145</u>
FROM:  GREAT LAKE  (Name of MBE or WB	S METALS COLP. MBE WBEX
TO:  CCC JV (Name of Bidder)	and Public Building Commission of Chicago
The undersigned inte	nds to perform work in connection with the above-referenced project as (check one):
	a Sole Proprietor  A Partnership  A Corporation  B Joint Venture
The MBE/WBE s	tatus 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 oint Venture Affidavit, is provided.
The undersigned is connection with the	prepared to provide the following described services or supply the following described goods in above named project.
Ren	VFORCING STEEL
•	ed services or goods are offered for the following price, with terms of payment as stipulated in the
#20,0	300.00

## 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, spo	ecifically describe the work and subcontract dollar amount:
:	
If more space is needed to fully describe the MBE/WE additional sheet(s).	3E firm's proposed scope of work and/or payment schedule, attach
% of the dollar value of the MBE/WBE su	ubcontract will be sublet to non-MBE/WBE contractors.  Subcontract will be sublet to MBE/WBE contractors.  Subcontracting any of the work described in this Schedule, a zero (0)  Subcontractor's scope of the MBE/WBE subcontractor's scope or of the work to be sublet must be provided.
and the aformal	agreement for the above work with the Bidder, conditioned upon its ssion of Chicago, and will do so within five (5) working days of receipt
Additionally, the Undersigned certifies to the best of it used in the performance of this contract, meet the Ag	is knowledge and belief that it, its principals and any subcontractors pency requirements and have not violated any City or Sister Agency utations and have not been subject to any debarment, suspension or Additionally, if at any time the Contractor becomes aware of such mission.
BY:  COFAT LAKES AUTTALS CCLP.  Name of MBE/WBE Firm (Print)  10:20-2017  Date (108)420-0500  Phone	Signature Signature Name (Print)
IF APPLICABLE: BY:	
Joint Venture Partner (Print)	Signalure
Date Phone	Name (Print) MBE WBE Non-MBE/WBE

#### **Vendor Information**



#### Vendor Information

**Business Name** 

**Great Lakes Metals Corporation** 

Owner

**Donna Herpich** 

Address

8920 S. Octavia Ave.

> Map This Address

Bridgeview, IL 60455-1912

Phone

708-430-0500

Fax Email 708-430-0505

Website

dherpich@greatlakesmetals.com http://www.greatlakesmetals.com

#### **Certification Information**

Certifying Agency

City of Chicago

Certification Type

**WBE - Women Business Enterprise** 

Certification Date

9/7/2017

Renewal Date

9/1/2018 9/1/2022

Expiration Date
Certified Business

NAICS 423510 Metal Service Centers and Other Metal Merchant

Description

Wholesalers

#### **Commodity Codes**

Code

Description

NAICS 42351

Metal Service Centers and Other Metal Merchant Wholesalers

#### Additional Information

**Customer Support** 

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#### 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 mee 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

Contractor hereby certifies as follows:

- 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

1.	This	s Disclosure relates to t	the following transaction:		
	a.	Description of goods	or services to be provided under Contract		
2.	Nar	ne of Contractor:			
3.			yjist retained or anticipated to be retain ct or lease is listed below. Attach addition		th respect to or in
	Che	eck here if no such per	sons have been retained or are anticipated	d to be retained:	
Ref	ained	l Parties:			
N	ame		Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)

Date of Issue: August 4, 2017 Respondent: CCCJV
PBC Book 1\_InstructionstoBidders\_Mt. Greenwood Elementary School Annex II\_C1584 Page 31 of 117

- 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	Date	
Name (Type or Print)	Title	
Subscribed and sworn to before me this day of	, 20 (SEAL)	
Notary Public		
Commission expires:		

#### PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1584

#### PERFORMANCE AND PAYMENT BOND

Contract No.

Bond No. 268010283

C1584

KNOW ALL MEN BY THESE PRESENTS, that we, CCC JOINT VENTURE a Corporation organized and existing under the laws
· · · · · · · · · · · · · · · · · · ·
of the State of <u>Illinois</u> , with offices in the City of <u>Chicago</u> , <u>State of Illinois</u> , as
Principal, and
Liberty Multual Insurance Company
175 Berkeley Street
Boston, MA 02116
a corporation organized and existing under the laws of the State of, with offices in the State of, as
Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal
sum of <u>ONE MILLION SEVENTY THOUSAND EIGHT HUNDRED EIGHTY-SIX DOLLARS AND NO CENTS</u> 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:
Mt. Greenwood Elementary School Annex II - Site Preparation
10841 South Homan Avenue
Chicago, Illinois 60655

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.

#### PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1584

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

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

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

#### PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1584

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this <u>September 21</u>, 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 Secretary  Title  ATTEST:  BY Raid A. McCar	CCC Holdings, Inc. dba Chicago Commercial Construction Corporate Principal  Title  Sharlen Electric Company Corporate Principal  BY  BY
Secretary Title	Title president
BY Mitness  175 Berkeley Street Business Address	Courtney A. Flaska, Attorney In Fact Title
Boston, MA 02116	CORPORATE SEAL
FOR CLAIMS ( <i>Please print</i> ): Contact Name: Liberty Mutual Insurance Company	· danaman
Business Address:175 Berkeley Street	
Telephone: <u>847-396-7100</u> F	ax: <u>866-548-7309</u>
The rate of premium of this Bond is \$ First \$500,000 \$9. Next \$570,886 \$6. Total amount of premium charged is \$ 8,584.00	54 Per \$1,000, .68 per \$1,000 per thousand. **

<sup>\*</sup> 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.

<sup>\*\*</sup> Must be filled in by the Corporate Surety.

#### PUBLIC BUILDING COMMISSION OF CHICAGO Contract No. C1584

#### **BOND APPROVAL**

В	З
	Lori Ann Lypson, Secretary Public Building Commission of Chicago
	CERTIFICATE AS TO CORPORATE SEAL
ا	Jennifer L. Cullen , certify that I am the Secretary of Idings, Inc. dba Chicago Commercial Construction, corporation named as Principal in the foregoing performance and payment
-	bond, that Jennifer L. Cullen who signed on behalf of the Principal was then President
	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 21st day of September 20 17  CORPORATE SEAL  SEAL  SEAL
	Bridget McCann certify that I am the Secretary of
	Sharlen Electric Company, corporation named as Principal in the foregoing performance and payment bond, that who signed on behalf of the Principal was then President 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 21st day of September , 20 17

Date/Time Printed: 9/14/2017 10:45 AM 05145\_03\_07\_12\_01 PPB\_PBC\_PXM\_Mt.GreenwoodESAnnexSitePrepC1584\_P&PBondCCCJV.20170913

CORPORATE SEAL

STATE OF ILLINOIS COUNTY OF COOK

SS:

On this 21st day of September, 2017, before me personally appeared Courtney A.

Flaska, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at

Schaumburg, Illinois, that (s)he is the Attorney in Fact of Liberty Mutual Insurance

Company, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Notary Public in and for the above County and State

My Commission Expires:

03/29/18



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. 7884434

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,
Carol A. Dougherty, Courtney A. Flaska; J. S. Pohl; James L. Sulkowski; Kirk Liskiewitz; Meredith H. Mielke; Mike Pohl; Robert B. Schutz; Sherene L.

all of the city of Schaumburg, 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 2017 day of September thereto this 5th



STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

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

David M. Carey, Assistant Secretary

\_day of \_September , 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casually 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 Pasiella, Notary Public Hoper Merion Two., Montgomery County My Commission Expires March 28, 2021

Member, Pennsylvania Association of Notaries

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-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surely 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 \_\_\_\_\_\_ day of

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.

#### **Document Submittal Checklist**

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

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



#### CERTIFICATE OF LIABILITY INSURANCE

Page PATEZ(MM/DD/YYYY)

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 DSP Insurance Services		CONTAGT NAME: PHONE (A/C, No, Ext): (847) 934-6100	934-6186							
1900 E Golf Rd Ste 650		(A/C, No, Ext): (847) 934-6100 (A/C, No): (847) 934-6186 E-MAIL ADDRESS:								
Schaumburg IL 60173		INSURER(S) AFFORDING COVERAGE	NAIC#							
		INSURER A: Standard Fire Insurance Compan	19070							
INSURED	(773) 721-0700	INSURER B: Phoenix Insurance Company	25623							
CCC, JV		INSURER C: Travelers Property And Casualt	25674							
9101 S Baltimore Ave		INSURER D: Indian Harbor Insurance Compan 36940								
Chicago IL 60617		INSURERE: Charter Oak Fire Insurance 25615								
		INSURER F:								

**COVERAGES** CERTIFICATE NUMBER: Cert ID 21891 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.

	CL	DSIONS AND CONDITIONS OF SUCH								
INSR LTR		TYPE OF INSURANCE	INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
В	х	CLAIMS-MADE X OCCUR			CO1J216155PHX17	03/01/2017	03/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
		CEANNO-WADE 12 OCCOR			COIUZIUISSFAKI	03/01/201/	03,01,2010	MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	2,000,000
	GEI	L'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,000
		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	4,000,000
		OTHER:							\$	
	AU.	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
E	X	ANY AUTO			DT8101J217938COF17	03/01/2017	03/01/2018	BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS ONLY				-			BODILY INJURY (Per accident)	\$	
	x	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
							_		\$	
C	х	UMBRELLA LIAB X OCCUR			ZUP51M7735917NF	03/01/2017	03/01/2018	EACH OCCURRENCE	\$	10,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	10,000,000
'		DED X RETENTION\$ 10,000							\$	
A		RKERS COMPENSATION			UB1J2200401726G	03/01/2017	03/01/2018	X PER STATUTE OTH-		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)		NIA					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If ye	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
D	Po	ollution Liability			PEC0049390	lares a service and		Occurrence/ Aggregate	\$	5,000,000
D	Pi	cofessional Liability			PEC0049390	03/01/2017	03/01/2018	Occurrence/ Aggregate	\$	2,000,000
D	Pi	rofessional Liability			PEC0049390		03/01/2018	Occurrence/ Aggregate	\$	_

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Project #05145 - Contract #C1584 - Mt. Greenwood Elementary School Annex II - Site Preparation.

Additional insured on General Liability and Auto Liability on a primary and non-contributory basis when required by written contract: The Public Building Commission, Board of Education of the City of Chicago, and the City of Chicago.

CERT	ILIC	ATE	HOL	DED
CERI	ILIC	AIL	noi	_レヒベ

CANCELLATION

Public Building Commission of Chicago - 9.25.17 Richard J. Daley Center, Room 200 50 W. Washington Street

Approved by RAD

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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Chicago IL 60602 ACORD 25 (2016/03)



#### **EVIDENCE OF PROPERTY INSURANCE**

Cert ID 21893

Page 20TE2(MM/DD/YYYY) 09/22/2017

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST. PHONE (A/C, No. Ext): (847) 934-6100 COMPANY Continental Casualty Company 333 S. Wabash, 41st Floor DSP Insurance Services Chicago IL 60604 1900 E Golf Rd Suite 650 Schaumburg IL 60173 FAX (A/C, No): (847) 934-6186 E-MAIL ADDRESS: CODE: SUB CODE: AGENCY CUSTOMER ID #: 27836 INSURED LOAN NUMBER POLICY NUMBER CCC Holdings, Inc. DBA Chicago Commercial 6050546613 Construction 9101 S Baltimore Ave EFFECTIVE DATE **EXPIRATION DATE** CONTINUED UNTIL 09/21/2017 01/31/2018 TERMINATED IF CHECKED Chicago IL 60617 THIS REPLACES PRIOR EVIDENCE DATED: PROPERTY INFORMATION LOCATION/DESCRIPTION 10841 S. Homan Ave, Chicago, IL 60655. 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 EVIDENCE OF PROPERTY INSURANCE 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. COVERAGE INFORMATION PERILS INSURED BASIC BROAD SPECIAL COVERAGE / PERILS / FORMS AMOUNT OF INSURANCE DEDUCTIBLE Installation/Builders Risk: Limit Single Location 1,070,886 10,000 Limit Temporary Location 250,000 10,000 Transit limit 250,000 10,000 Earthquake 1,000,000 50,000 Flood 1,000,000 50,000 **REMARKS (Including Special Conditions)** Re: Project #05145 - Contract #C1584 - Mt. Greenwood Elementary School Annex II - Site Preparation. Additional insured on General Liability and Auto Liability on a primary and non-contributory basis when required by written contract: The Public Building Commission, Board of Education of the City of Chicago, and the City of Chicago. 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. ADDITIONAL INTEREST NAME AND ADDRESS ADDITIONAL INSURED LENDER'S LOSS PAYABLE LOSS PAYEE MORTGAGEE Certificate Holder LOAN# Public Building Commission of Chicago Richard J. Daley Center, Room 200 AUTHORIZED REPRESENTATIVE 50 W. Washington Street

Chicago IL 60602 ACORD 27 (2016/03)

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# 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:

CCC HOLDINGS, INC. DBA: CHICAGO COMMERCIAL CONSTRUCTION 9101 S. BALTIMORE AVENUE CHICAGO IL 60617

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC067749

CERTIFICATE NUMBER: GC067749-5

FEE:

\$ 2000

DATE ISSUED:

03/21/2017

DATE EXPIRES:

03/25/2018

#### 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 COOF AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

Rahm Emanuel Mayor

Judith Frydland Commissioner

# **EXHIBIT #1 COOK COUNTY PREVAILING WAGE RATES - EFFECTIVE JUNE 5, 2017** (Current as of August 4, 2017) (Remainder of Page Intentionally Left Blank)

#### EXHIBIT 1 - COOK COUNTY PREVAILING WAGE RATES - EFFECTIVE JUNE 5, 2017

This schedule contains the prevailing wage rates required to be paid for work performed on or after Monday, June 5, 2017 on public works projects in this County. Pursuant to 820 ILCS 130/4, public bodies in this County that have active public works projects are responsible for notifying all contractors and subcontractors working on those public works projects of the change (if any) to rates that were previously in effect. The failure of a public body to provide such notice does not relieve contractors or subcontractors of their obligations under the Prevailing Wage Act, including the duty to pay the relevant prevailing wage in effect at the time work subject to the Act is performed.

COOK COUNTY PREVAILING WAGE RATES EFFECTIVE JUNE 5, 2017

			Base	Foreman	M-F						
Region	Type	Class	Wage	Wage	OT	OSA	OSH	H/W	Pension	Vacation	Training
All	All		40.40	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50
All	BLD		37.46	39.96	1.5	1.5	2.0	11.62	11.06	0.00	0.72
All	BLD		47.07	51.30	2.0	2.0	2.0	6.97	18.13	0.00	0.40
All	BLD		44.88	48.84	1.5	1.5	2.0	10.25	15.30	0.00	0.85
All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
All	All		44.25	46.25	2.0	1.5	2.0	13.65	15.51	0.00	0.65
All	BLD		37.81		1.5	1.5	2.0	10.55	10.12	0.00	0.65
All	BLD		42.02	44.82	1.5	1.5	2.0	8.88	12.78	0.59	0.75
All	All		48.90	53.90	1.5	1.5	2.0	11.41	16.39	0.00	3.10
All	All		38.14	53.90	1.5	1.5	2.0	8.90	12.78	0.00	2.75
All	All		48.90	53.90	1.5	1.5	2.0	11.41	16.39	0.00	3.10
All	All		46.10	49.10	1.5	1.5	2.0	14.33	15.52	0.70	1.00
All	BLD		51.94	58.43	2.0	2.0	2.0	14.43	14.96	4.16	0.90
All	Α‼		38.34	40.34	1.5	1.5	2.0	13.15	13.10	0.00	0.40
All	BLD		41.70	43.20	1.5	2.0	2.0	13.94	18.99	0.00	0.94
All	BLD		49.95	52.45	1.5	1.5	2.0	11.62	12.26	0.00	0.72
	All	All All BLD All BLD All BLD All All All All BLD All BLD All All All BLD	All All All BLD All BLD All BLD All BLD	Region         Type         Class         Wage           All         All         40.40           All         Bl.D         37.46           All         Bl.D         47.07           All         Bl.D         44.88           All         All         45.35           All         All         44.25           All         Bl.D         37.81           All         Bl.D         42.02           All         All         48.90           All         All         46.10           All         All         46.10           All         All         38.34           All         All         38.34           All         All         41.70	Region         Type         Class         Wage         Wage           All         All         40.40         40.95           All         BLD         37.46         39.96           All         BLD         47.07         51.30           All         BLD         44.88         48.84           All         All         45.35         47.35           All         All         44.25         46.25           All         BLD         37.81         44.82           All         All         48.90         53.90           All         All         48.90         53.90           All         All         46.10         49.10           All         All         38.34         40.34           All         All         38.34         40.34           All         BLD         41.70         43.20	Region         Type         Class         Wage         Wage         OT           All         All         40.40         40.95         1.5           All         BLD         37.46         39.96         1.5           All         BLD         47.07         51.30         2.0           All         BLD         44.88         48.84         1.5           All         All         45.35         47.35         1.5           All         All         44.25         46.25         2.0           All         BLD         37.81         1.5         1.5           All         All         48.90         53.90         1.5           All         All         48.90         53.90         1.5           All         All         46.10         49.10         1.5           All         All         46.10         49.10         1.5           All         All         38.34         40.34         1.5           All         All         38.34         40.34         1.5	Region         Type         Class         Wage         Wage         OT         OSA           All         All         40.40         40.95         1.5         1.5           All         BLD         37.46         39.96         1.5         1.5           All         BLD         47.07         51.30         2.0         2.0           All         BLD         44.88         48.84         1.5         1.5           All         All         45.35         47.35         1.5         1.5           All         All         44.25         46.25         2.0         1.5         1.5           All         BLD         37.81         1.5         1.5         1.5           All         All         48.90         53.90         1.5         1.5           All         All         48.90         53.90         1.5         1.5           All         All         46.10         49.10         1.5         1.5           All         All         38.34         40.34         1.5         1.5           All         All         38.34         40.34         1.5         1.5           All         All         3	Region         Type         Class         Wage         Wage         OT         OSA         OSH           All         All         40.40         40.95         1.5         1.5         2.0           All         BLD         37.46         39.96         1.5         1.5         2.0           All         BLD         47.07         51.30         2.0         2.0         2.0           All         BLD         44.88         48.84         1.5         1.5         2.0           All         All         45.35         47.35         1.5         1.5         2.0           All         All         44.25         46.25         2.0         1.5         2.0           All         BLD         37.81         1.5         1.5         1.5         2.0           All         All         48.90         53.90         1.5         1.5         2.0           All         All         48.90         53.90         1.5         1.5         2.0           All         All         All         46.10         49.10         1.5         1.5         2.0           All         BLD         51.94         58.43         2.0         2	Region         Type         Class         Wage         Wage         OT         OSA         OSH         H/W           All         All         40.40         40.95         1.5         1.5         2.0         14.23           All         Bl.D         37.46         39.96         1.5         1.5         2.0         11.62           All         Bl.D         47.07         51.30         2.0         2.0         2.0         6.97           All         Bl.D         44.88         48.84         1.5         1.5         2.0         10.25           All         All         45.35         47.35         1.5         1.5         2.0         11.79           All         All         44.25         46.25         2.0         1.5         2.0         13.65           All         Bl.D         37.81         1.5         1.5         2.0         10.55           All         Bl.D         42.02         44.82         1.5         1.5         2.0         11.41           All         All         All         48.90         53.90         1.5         1.5         2.0         11.41           All         All         46.10         49.1	Region         Type         Class         Wage         Wage         OT         OSA         OSH         H/W         Pension           All         All         40.40         40.95         1.5         1.5         2.0         14.23         11.57           All         BLD         37.46         39.96         1.5         1.5         2.0         11.62         11.06           All         BLD         47.07         51.30         2.0         2.0         2.0         6.97         18.13           All         BLD         44.88         48.84         1.5         1.5         2.0         10.25         15.30           All         All         45.35         47.35         1.5         1.5         2.0         11.79         17.60           All         All         44.25         46.25         2.0         1.5         2.0         13.65         15.51           All         BLD         37.81         1.5         1.5         2.0         10.55         10.12           All         All         48.90         53.90         1.5         1.5         2.0         11.41         16.39           All         All         All         46.10	Region         Type         Class         Wage         OT         OSA         OSH         H/W         Pension         Vacation           All         All         40.40         40.95         1.5         1.5         2.0         14.23         11.57         0.00           All         Bl.D         37.46         39.96         1.5         1.5         2.0         11.62         11.06         0.00           All         Bl.D         47.07         51.30         2.0         2.0         2.0         6.97         18.13         0.00           All         Bl.D         44.88         48.84         1.5         1.5         2.0         10.25         15.30         0.00           All         All         45.35         47.35         1.5         1.5         2.0         11.79         17.60         0.00           All         Bl.D         37.81         1.5         1.5         2.0         13.65         15.51         0.00           All         Bl.D         48.90         53.90         1.5         1.5         2.0         11.41         16.39         0.00           All         All         All         48.90         53.90         1.5         1.

Date of Issue: August 4, 2017
PBC Book 1\_instructionstoBidders\_Mt. Greenwood Elementary School Annex Ii\_C1584

Respondent	
	Paga 39 of 117

IRON WORKER	All	All		46.20	48.20	2.0	2.0	2.0	13.65	21.52	0.00	0.35
LABORER	All	All		40.20	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50
LATHER	All	All		44.35	46.35	1.5	1.5	2.0	13.29	16.39	0.00	0.63
MACHINIST	All	BLD		45.35	47.85	1.5	1.5	2.0	7.26	8.95	1.85	1.30
MARBLE FINISHERS	All	All		33,45	33.45	1.5	1.5	2.0	10.25	14.44	0.00	0.46
MARBLE MASON	All	BLD		44.13	48.54	1.5	1.5	2.0	10.25	14.97	0.00	0.59
MATERIAL TESTER I	All	All		30.20	30.20	1.5	1.5	2.0	14.23	11.57	0.00	0.50
MATERIALS TESTER II	All	All		35.20	35.20	1.5	1.5	2.0	14.23	11.57	0.00	0.50
MILLWRIGHT	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
OPERATING												
ENGINEER	All	BLD	1	49.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING												
ENGINEER	All	BLD	2	47.80	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING			•	45.05	F0 40	2.0	2.0	2.0	40.05	42.00	1.00	1.30
ENGINEER OPERATING	All	BLD	3	45.25	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
ENGINEER	All	BLD	4	43.50	53.10	2.0	2.0	2.0	18,05	13.60	1.90	1.30
OPERATING	All	DLD	7	43.30	33.10	2.0	2.0	2.0	10.00	25.00	2.50	2.50
ENGINEER	All	BLD	5	52,85	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING												
ENGINEER	All	BLD	6	50.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING												
ENGINEER	All	BLD	7	52.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING												
ENGINEER	Ali	FLT	1	54.75	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING		101.00	2	E2 2E	54.75	4 5	1.5	2.0	17.65	12.65	1.90	1.35
ENGINEER OPERATING	All	FLT	2	53.25	54.75	1.5	1.5	2.0	17.05	12.00	1,50	1.55
ENGINEER	All	FLT	3	47.40	54.75	1.5	1.5	2.0	17.65	12.65	1,90	1.35
OPERATING	All	I L. i	J	47.40	54.75	1.5	1.5	2.0	17.03	12.05	1.50	1.55
ENGINEER	All	FLT	4	39,40	54,75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING			•		<del></del>							
ENGINEER	All	FLT	5	56.25	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35

Date of Issue: August 4, 2017
PBC Book 1\_InstructionstoBidders\_Mt. Greenwood Elementary School Annex II\_C1584

Respondent \_\_\_\_

OPERATING												
ENGINEER	All	FLT	6	37.00	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING												
ENGINEER	All	HWY	1	47.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING												
ENGINEER	All	HWY	2	46.75	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING	- 44		_								4.00	
ENGINEER	All	HWY	3	44.70	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING				40.00	F4 00	4 5	4 =	2.0	40.05	42.60	4.00	4 20
ENGINEER	All	HWY	4	43.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ΑII	HWY	5	42.10	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING	All	FT VV I	Э	42.10	31.30	1.3	1.0	2.0	16.03	13.00	1.50	1.50
ENGINEER	All	HWY	6	50.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING	711	11441	Ū	50.50	31.30	1.0	1.0	2.0	10.00	25.00	2.00	2.00
ENGINEER	All	HWY	7	48.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
ORNAMNTL IRON												
WORKER	All	All		45.75	48.25	2.0	2.0	2.0	13.65	18.99	0.00	0.75
PAINTER	All	All		44.55	49.30	1.5	1.5	1.5	11.50	11.10	0.00	1.27
PAINTER SIGNS	All	BLD		33.92	38.09	1.5	1.5	1.5	2.60	2.71	0.00	0.00
PILEDRIVER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
PIPEFITTER	All	BLD		47.50	50.50	1.5	1.5	2.0	9.55	17.85	0.00	2.07
PLASTERER	All	BLD		42.25	44.79	1.5	1.5	2.0	13.65	9.50	5.00	0.65
PLUMBER	All	BLD		48.25	50.25	1.5	1.5	2.0	14.09	12.65	0.00	1.18
ROOFER	All	BLD		41.70	44.70	1.5	1.5	2.0	8.28	11.59	0.00	0.53
SHEETMETAL												
WORKER	All	BLD		43.03	46.47	1.5	1.5	2.0	10.73	21.87	0.00	0.75
SIGN HANGER	All	BLD		31.31	33.81	1.5	1.5	2.0	4.85	3.28	0.00	0.00
SPRINKLER FITTER	All	BLD		47.20	49.20	1.5	1.5	2.0	12.25	11.55	0.00	0.55
STEEL ERECTOR	All	All		42.07	44.07	2.0	2.0	2.0	13.45	19.59	0.00	0.35
STONE MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
TERRAZZO FINISHER	All	BLD		39.54	39.54	1.5	1.5	2.0	10.55	11.79	0.00	0.67
TERRAZZO MASON	All	BLD		43.38	43.38	1.5	1.5	2.0	10.55	13.13	0.00	0.79

Date of Issue: August 4, 2017 PBC Book 1\_InstructionstoBidders\_Mt. Greenwood Elementary School Annex II\_C1584 Respondent:

TILE MASON TRAFFIC SAFETY	All	BLD		43.84	47.84	1.5	1.5	2.0	10.55	11.40	0.00	0.99
WRKR	All	HWY		33.50	39.50	1.5	1.5	2.0	6.00	7.25	0.00	0.50
TRUCK DRIVER	Е	All	1.	35.60	36.25	1.5	1.5	2.0	8.56	11.50	0.00	0.15
TRUCK DRIVER	Ε	All	2	35.85	36.25	1.5	1.5	2.0	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	All	3	36.05	36.25	1.5	1.5	2.0	8.56	11.50	0.00	0.15
TRUCK DRIVER	Ε	All	4	36.25	36.25	1.5	1.5	2.0	8.56	11.50	0.00	0.15
TRUCK DRIVER	W	All	1	35.98	36.53	1.5	1.5	2.0	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	All	2	36.13	36.53	1.5	1.5	2.0	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	All	3	36.33	36.53	1.5	1.5	2.0	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	All	4	36.53	36.53	1.5	1.5	2.0	8.25	10.14	0.00	0.15
TUCKPOINTER	All	BLD		44.90	45.90	1.5	1.5	2.0	8.30	14.29	0.00	0.48

#### 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.

Date of Issue: August 4, 2017
PBC Book 1\_InstructionstoBidders\_Mt. Greenwood Elementary School Annex II\_C1584

Respondent:	
	Page 42 of 117

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

#### **EXPLANATION OF CLASSES**

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

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

#### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable

Date of Issue: August 4, 2017
PBC Book 1\_InstructionstoBidders\_Mt. Greenwood Etementary School Annex II\_C1584

Respondent: Page 43 of 117

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

Respondent: Page 44 of 117

used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS ELECTRICIAN

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

Date of Issue: August 4, 2017
PBC Book 1\_InstructionstoBidders\_Mt, Greenwood Elementary School Annex II\_C1584

Respondent: Page 45 of 117

### MARBLE FINISHER

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

Date of Issue: August 4, 2017
PBC Book 1\_InstructionstoBidders\_Mt. Greenwood Elementary School Annex II\_C1584

Respondent	
	Dono 46 of 117

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

Date of Issue: August 4, 2017
PBC Book 1\_InstructionstoBidders\_Mt. Greenwood Elementary School Annex II\_C1584

Respondent: Page 47 of 117

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

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete

Date of Issue: August 4, 2017 PBC Book 1\_instructionstoBidders\_Mt. Greenwood Elementary School Annex il\_C1584

Respondent Page 48 of 117

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Date of Issue: August 4, 2017
PBC Book 1\_InstructionstoBidders\_Mt. Greenwood Elementary School Annex II\_C1584

Respondent: Page 49 of 117

Class 7. Mechanics; Welders.

### **OPERATING ENGINEERS - HIGHWAY CONSTRUCTION**

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication

Date of Issue: August 4, 2017 PBC Book 1\_InstructionstoBidders\_Mt. Greenwood Elementary School Annex II\_C1584

Respondent \_\_\_\_\_Page 50 of 117

Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve;
Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front
Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with
attachments); Compressor and Throttle Valve; Compressor, Common
Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding
Machine; Concrete Mixer or Paver 75 Series to and including 27 cu.
ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine,
Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck

Date of Issue: August 4, 2017
PBC Book 1\_InstructionstoBidders\_Mt. Greenwood Elementary School Annex II\_C1584

Respondent

Page 51 of 117

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.

Date of Issue: August 4, 2017 PBC Book 1\_instructionstoBidders\_Mt. Greenwood Elementary School Annex II\_C1584

Respondent: \_\_\_

Page 52 of 117

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		
Date of Issue: August 4, 2017 PBC Book 1_InstructionstoBildders_Mt. Greenwood Elementary School Annex II_C1584	Respondent	Page 53 of 117
PDO DOM: I_BISUBDIORISMONUBIS_MR. Gleanwood Elementary School Annay B_O 1994		1 ago 55 01 111

endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

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

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing,

Date of Issue: August 4, 2017 PBC Book 1\_InstructionstoBidders\_Mt. Greenwood Elementary School Annex II\_C1584 Respondent: Page 54 of 117

grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

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

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

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors;

Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors;

Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation;

Date of Issue: August 4, 2017
PBC Book 1\_InstructionstoBidders\_Mt. Greenwood Elementary School Annex II\_C1584

Respondent:

Page 55 of 117

Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

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

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

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted

Date of Issue: August 4, 2017
PBC Book 1\_InstructionstoBidders\_Mt. Greenwood Elementary School Annex II\_C1584

Respondent: Page 56 of 117

crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

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

LANDSCAPING

Landscaping work falls under the existing classifications for laborer,

Date of Issue: August 4, 2017 PBC Book 1\_instructionstoBidders\_Mt. Greenwood Elementary School Annex II\_C1584

Respondent: Page 57 of 117

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".

Date of Issue: August 4, 2017
PBC Book 1\_InstructionstoBidders\_Mt. Greenwood Elementary School Annex II\_C1584

Respondent: Page 58 of 117

### **EXHIBIT #2 INSURANCE REQUIREMENTS**

## C1584 - MT. GREENWOOD ELEMENTARY SCHOOL ANNEX II - SITE PREPARATION

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.

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

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein. Subcontractors performing environmental work for Contractor must maintain limits of not less than \$2,000,000 per occurrence.

### 5) Professional Liability

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

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

### 6) Builders Risk/Installation Floater

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

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

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

### ADDITIONAL REQUIREMENTS B.

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

Date of Issue: August 4, 2017 Respondent: PBC Book 1 InstructionstoBidders Mt. Greenwood Elementary School Annex II\_C1584 Page 60 of 117 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.

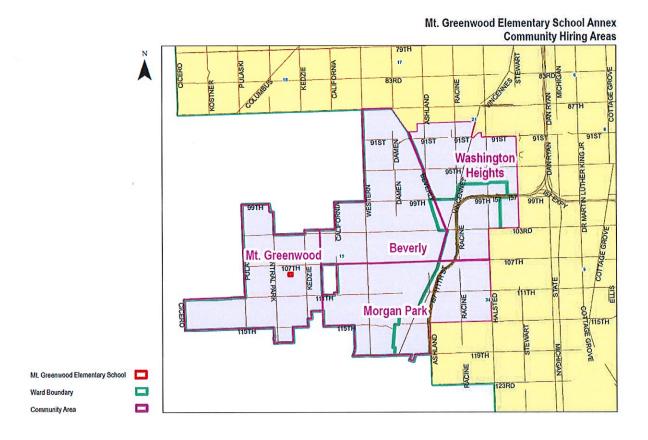
If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost

Contractor must submit the following at the time of award:

- 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
- All required endorsements including the CG2010 and CG2037

The Public Building Commission reserves the right to modify, delete, alter or change these requirements.

### **EXHIBIT #3 PROJECT COMMUNITY AREA MAP**



Date of Issue: August 4, 2017
PBC Book 1\_InstructionstoBidders\_Mt. Greenwood Elementary School Annex II\_C1584

Respondent: \_\_\_\_\_\_Page 62 of 117

# Public Building Commission of Chicago

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.

### CHATHAM BUSINESS ASSOCIATION: SMALL **BUSINESS DEVELOPMENT, INC.**

800 E 78th St Chicago, IL 60619

### Melinda Kelly

melindakelly@cbaworks.org (773) 994-5006 cbaworks.org

### **CONSTRUCTION BUSINESS** DEVELOPMENT CENTER

202 S Halsted St Chicago Heights, IL 60411

### **Paul Murtagh**

pmurtagh@prairiestate.edu (708) 709-3692 prairiestate.edu

### ILLINOIS BLACK CHAMBER OF COMMERCE

411 Hamilton Blvd. #1404 Peoria, IL 61602

### Kenyatta Fisher

larryivory@illinoisblackchamber.org (309) 740-4430 illinoisblackchamber.org

### RAINBOW/PUSH COALITION

930 E 50th St Chicago, IL 60615

### John Mitchell

imitchell@rainbowpush.org (773) 256-2766 rainbowpush.org

# CHICAGO URBAN LEAGUE

4510 S Michigan Ave Chicago, IL 60653

### Jason Johnson

jjohnson@ thechicagourbanleague.org (773) 451-3547 thechicagourbanleague.org

### **FEDERATION OF** WOMEN CONTRACTORS

216 W Jackson St, #625 Chicago, IL 60606

### **Beth Doria**

fwcchicago@aol.com (312) 360-1122 fwcchicago.com

### ILLINOIS HISPANIC CHAMBER OF COMMERCE

222 Merchandise Mart Plaza, #1212 Chicago, IL 60654

### **Omar Duque**

info@ihccbusiness.net (312) 425-9500 ihccbusiness.net

### WOMENS BUSINESS **DEVELOPMENT CENTER**

8 S Michigan Ave, #400 Chicago, IL 60603

### Frieda Curry

fcurry@wbdc.org (312) 853-3477 wbdc.org

### **BLACK CONTRACTORS UNITED**

12000 Marshfield Ave Calumet Park, IL 60827

### **Carole Williams**

bcunewera@att.net (708) 389-5730 blackcontractors united.com

### CONSTRUCT CONNECT

28 N Clark St Chicago, IL 60602

### Sherwin Deperalta

sdeperalta@bidclerk.com (312) 267-1035

### **HISPANIC AMERICAN** CONSTRUCTION INDUSTRY ASSOCIATION

650 W Lake St, #415 Chicago, IL 60661

### Jorge Perez

jperez@haciaworks.org (312) 575-0389 haciaworks.org

### **LATIN AMERICAN** CHAMBER OF COMMERCE

3512 W Fullerton Ave Chicago, IL 60647

### D. Lorenzo Padron

d.lorenzopadron@laccusa.com (773) 252-5211 laccusa.com

### **U.S. MINORITY** CONTRACTORS ASSOCIATION

1250 Grove Ave, #200 Barrington, IL 60010

### Larry Bullock

larry.bullock@ usminoritycontractors.org (847) 852-5010 usminoritycontractors.org

FOLLOW THE PBC:



OR VISIT US ONLINE AT PBCCHICAGO.COM

Date of Issue: August 4, 2017

Respondent:

# **EXHIBIT #5 PROJECT LABOR AGREEMENT**

Date of Issue: August 4, 2017	Respondent:	
PBC Book 1_InstructionstoBidders_Mt. Greenwood Elementary School Annex II_C1	584	Page 64 of 117

# 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

Date of Issue: August 4, 2017	Respondent:	
PBC Book 1 InstructionstoBidders Mt. Greenwood Elementary School Annex II_C1	1584	Page 65 of 117

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

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

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

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

  A copy of the Standard Agreement is attached hereto and made a part hereof as Appendix "B".

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

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

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

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

Respondent:

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

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

Dated this day of	, 2015, in Chicago, Illinois.	;
· •	CHICAGO BOARD OF EDUC	ATION
	By: David J. Vitale, President	- Jan
Attest: <u>Settle M. Beltar</u> Estela G. Beltran, Secretary Date: 3/6/15		
Board Report#: 15-0128-EX5	,	
James Bebley, General Counsel of Whytes		
~ Labor Organization:		'
Address:		
City, State, Zip Code:		
Telephone Number:	••••	
Ву:	<b>,</b>	

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Date of Issue: August 4, 2017
PBC Book 1\_InstructionstoBidders\_Mt. Greenwood Elementary School Annex II\_C1584 Respondent: Page 71 of 117

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

CHICAGO BOARD OF EDUCATION

By: David J. Vitele, President

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

Board Report#: 15-0128-EX6-1

James Bebley, General Counsel

Labor Organization: $\int$	Sleck	AT 580		
Address: 660	_			_
City, State, Zip Code:	E/m	Hurst	16 -	60/26
Telephone Number:	630	941	2300	
By: Cen	Ole			
Its:	J AME	s Au	EN	

Respondent:

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

## CHICAGO BOARD OF EDUCATION

By: Wand A.V. The David J. Vitale, President

Settla B. Bultus
Estela G. Beltran, Secretary

Board Report#: 15-0128-EX5-1

James Bebley, General Coursel (1988)

Address: <u>2941 5. Archer Ave</u>

City, State, Zip Code: <u>Chicago It 60608</u>

Telephone Number: <u>773-347-5335</u>

By: <u>JOHN F. Riet / John L. Riet</u>

Its: <u>Business manager</u> / <u>Segretary Treasurer</u>

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Dated this day of	, 2015, in Chloago, Illinois.	;
	CHICAGO DOARD OF EDUCA	/TION
·	By: David J. Vitale, President	- MM
Allest: Wille M. Bultar Estela G. Bellran, Secretary Date: 3/6/15		(F)
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· ·		
Labor Organization: CARPENTERS	COUNCIL.	•
Address: 12 EAST ERIE ST.	CHICAGO, IL.	
City, State, Zip Code: 60611		
Telephone Number: (3/2) 787-3076		
By: Stay blinain	-	
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Respondent:

Date of Issue: August 4, 2017 FDC Book 1\_InstructionstoBidders\_Mt. Greenwood Elementary School Annex II\_C1584

Dated this day of	2015, in Chicago, Illinois,
	CHICAGO BOARD OF EDUCATION
	By: David J. Vitale, President
Attest: <u>Wills H. Bellian</u> Estala G. Beltran, Secretary	
Date: 3/6/15  Board Report#: 15-0128-EX5-	<b>t</b> .
James Bohloy, General Countel (1)	4. 42.
Labor Organization: CEMENT MS	*
Address: 739 2544 AVE	
City, State, Zip Code: BELLINGOD	• • • • • • • • • • • • • • • • • • • •
Telephone Number: 708 944-9100	<u>"</u>

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Dated this 5 day of FeB,	2015, in Chicago, Illinois.
СН	ICAGO BOARD OF EDUCATION
Ву:	David J. Vitare, President IM
Attest: Stella H. Author 2/3/15 Estela G. Beltran, Secretary	
Board Report#: 15-0128-EX5-1	
James Bebley, General Counsel	
Labor Organization: IBEW, LOCAL 134	annian margattu pana quepanna
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City, State, Zip Code: CH 1 OH100 1L 606	61
Telephone Number: 312 454-1340	
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CHICAGO BOARD OF EDUCATION

Board Report#: 15-0128-EX5-1

· Labor Organization:	INTERNATIONAL UNION OF	•
Address;	<b>ELEVATOR CONSTRUCTORS</b>	
	LOCAL NO. 2	
City, State, Zip Code:	5860 W. 111th St.	
Telephone Number:	Chicago Ridge, IL 60415	708-907-7770
By:   oil	) Summer	
Its: Susuicus	man / President	

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Respondent:

Page 77 of 117

\_\_\_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

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Page 78 of 117

Dated this \_\_\_\_\_day of\_

By: David J. Vitale, President	. FT
Attest: Stela H. Bultus 2/3/15 Estela G. Beltran, Secretary	
Board Report#: 15-0128-EX5-1	
James Bebley, General Counsel	
Labor Organization: Local 17 Heat + Frost Insulators	
Address: 18520 Spring Crex & Suite U City, State, Zip Code: Tinley Park, IL 60477	
Telephone Number: 708 468 8006  By: Brian Slynn  its: Business Manager	
its: Business Manager	

Respondent:

Date of Issue: August 4, 2017
PBC Book 1\_InstructionstoBidders\_Mt. Greenwood Etementary School Annex II\_C1584

Dated this day of	, 2015, in Chicago, Illinois.	
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	CHICAGO BOARD OF EDUCA	NOIT
	By: David J. Vitale, President	MM (Juss)
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Date: 3/6/15	, ,	
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James Bebley, General Counted (1988)		
Labor Organization: Laborers Distric	t Council of chicago a Vicini to	1
Address: 999 McClintock Drive	e Suite 300	
City, State, Zip Code: Burr Ridge,	IL 60527	
By: Paris Planner By: 1030: 655.828		
110. Bullsuff when	Jen	

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Respondent:

Dated this day of	, 2015, in Chicago, Illinois.
,	CHICAGO BOARD OF EDUCATION
	By: David J. Vitale, President
Atlest: <u>Mille W. Beltran</u> Estela G. Beltran, Secretary	· · · · · · · · · · · · · · · · · · ·
Date: 3/6/15	4,1
Board Report#: 15-0128-EXE	j'-
A Fredley @	
James Bebley, General Counted MM	• •
Labor Organization: Laborer S. Dist	rich Mountal of Chicago o Vien; to
Address: 999 Mc Clintock Dr	~
City, State, Zip Code: Burr Ridge	11 60527
Tolephone Number: 630. 655.8	
By: Jano Rolament Back	•
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Dated this day of	, 2015, in Chicago, Illinois.
	CHICAGO BOARD OF EDUCATION  By: David J. Vitale, President
Attest: Stella M. Beltan 2/3/15 Estela G. Beltran, Secretary	
Board Report#: 15-0128-EX5-1	
James Bebley, General Counsel	
Labor Organization: IRON WORKERS	LOCAL #1
Address: 7720 INDUSTRIAL	OR.
City, State, Zip Code: FOREST PARK,	IL 60130
Telephone Number: 708. 366.1188	the state of the s
By: Cray Salution Its: PRESIDENT/BM	
V LICE STOCKY T JOH	*·····

113369.10

Dated this day ofAPR/L	, 2015, in Chicago, Illinois.
	CHICAGO BOARD OF EDUCATION

By: David J. Vitale, President

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

Board Report#: 15-0128-EX6-1

James Bebley, General Counsel of W

Labor Organization: ARCHITECTURAL PORMAMENTAL IW 63
Address: 2525 w. LEXINGTON ST.
City, State, Zip Code: LROADVIEW, IL
Telephone Number: 708-344-7727
By: 22224 Its: BUSINESS MANAGER, FST
ITS: STUSINESS MAN HOER, F.ST

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Dated thistay or	, 2015, in Cancago, linnois.
	CHICAGO BOARD OF EDUCATION
	By: David J. Vitale, President
Attest: Stella M. Bulhan 2/3/15 Estela G. Beltran, Secretary	
Board Report#: 15-0128-EX5-1	
James Bebley, General Counsel	
Labor Organization: MACHINELI MOVEC	RIGGERS MACHINER ETERTORS
Address: 1820 BRACH ST.	
City, State, Zip Code: BROAD VIEW, 12.	L 60656
Telephone Number: 708-615-9307	
By Robert Fulton Its: BMFS-T	
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Date of Issue: August 4, 2017 Respondent: PBC Book 1\_InstructionstoBidders\_Mt. Greenwood Elementary School Annex II\_C1584

113369.10

Dated this	day of	, 2015, in Chicago, Illinois.
		CHICAGO BOARD OF EDUCATION
		By: David J. Vitale, President
Attest: <u>Sottla</u> <u>H</u> Estela G. Belt	Rultus 2/3/15 ran, Secretary	
Board Report#: 1	5-0128-EX5-1	
James Bebley, G	eneral Counsel of W	
Labor Organization	: Local 126, I.F	M. A. W.
Address: 120 E	ast Ogden Ave, :	DoiteIBA
City, State, Zip Co.	le: Hinsdale, II	. 60SZI
·	: 630 -655-1	
By: KarlD. Its: Busines	Scupoli s Representat	ive

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Dated this day of	, 2015, in Chicago, Illinois.	): E
	CHICAGO BOARD OF EDUCA	ATION
Ву	r: David A. V. Hu David J. Vitale, President	- MM
Attest: Bills H. Billian Estela G. Beilran, Secretary  Date: 3/6/15	14. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	
Board Report#: 15-0128-EX5-1	Ą	
James Bobley, General Countel		
- Labor Organization: RIMAS DESMIKE	don't thy	•
Address: USO W. Address	· · · · · · · · · · · · · · · · · · ·	

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113369,10

Respondent:

City, State, Zip Code: CNCOQO

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

## CHICAGO BOARD OF EDUCATION

Attest: Solla M. Aulten 2/3/15

Board Report#: 15-0128-EX5-1

James Bebley, General Counsel ATM

Labor Organization:	PIPE FITT	BRS 1	L. U. 597
Address: 45N	Odgen	AUE	
City, State, Zip Code:	CHGO	IL	60607
Telephone Number:	312-8	29-4	191 x 240
By: Same Busing	uchanan SS MAN	HAER.	

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Date of Issue: August 4, 2017
PBC Book 1\_InstructionstoBidders\_Mt. Greenwood Elementary School Annex II\_C1584
Page 86 of 117

Dated this 5th day of February	, 2015, in Chicago, Illinois.
	CHICAGO BOARD OF EDUCATION
	By: David J. Vitale, President
Attest: Sattle M. Rultus 2/3/15 Estela G. Beltran, Secretary	
Board Report#: 15-0128-EX5-1	
James Bebley, General Counsel	
Labor Organization: Chicago Journeyman Plumbers	s Local 130 UA
Address: 1340 W. Washington Blvd.	
City, State, Zip Code: Chicago, IL 60607	
Telephone Number: (312) 421-1010	
Com 7 Com	

Its: James F. Coyne, Business Manager

113369.10

Respondent: Date of Issue: August 4, 2017 Page 87 of 117 PBC Book 1\_InstructionstoBidders\_Mt. Greenwood Elementary School Annex II\_C1584

Dated thisday of	, 2015, in Chicago, Illinois.
e de la composición	CHICAGO BOARD OF EDUCATION
	By: David J. Vitale, President
Attest: Stella S. Aulter 2/3/15 Estela G. Beltran, Secretary	
Board Report#: 15-0128-EX5-1	
James Bebley, General Counsel	
Labor Organization: United Union of Roofe	ers Waterproofers & Allied Workers Local 11
Address: 9838 W. Roosevelt Road	·
City, State, Zip Code: Westchester IL 60154	
Telephone Number: 708-345-0970	
By: Menule Its: President/Business Manager	
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Dated thisday of	, 2015, in Chicago, Illinois.	·
	CHICAGO BOARD OF EDUCATION	
	By: David J. Vitale, President	ATM FEED
Attest: Stella M. Bulhan 2/3/15 Estela G. Beltran, Secretary		
Board Report#: 15-0128-EX5-1		
James Bebley, General Counsel	·	
Labor Organization: SHEET METAL WOR	EKERS' LOCAL 13	
Address: 4550 ROOSEVELT ROAD		
City, State, Zip Code: HILLSIDE, IL	60162	
Telephone Number: 708-449-0073		
By: PRESIDENT AND BUSINESS MAI	NAGER	

Date of Issue: August 4, 2017 Respondent: \_ PBC Book 1\_InstructionstoBidders\_Mt. Greenwood Elementary School Annex II\_C1584

Dated this 5th day of February , 2015, in Chicago, Illinois.
CHICAGO BOARD OF EDUCATION
By: David J. Vitate, President
Attest: Sottla H. Rulhan 2/3/15 Estela G. Beltran, Secretary
Board Report#: 15-0128-EX5-1
James Bebley, General Counsel
Labor Organization: Sprinkler Fitters Union Local 281, U.A.
Address: 11900 S. Laramie Avenue
City, State, Zip Code: Alsip, IL 60803
Telephone Number: (708) 597-1800

Date of Issue: August 4, 2017 PBC Book 1\_InstructionstoBidders\_Mt. Greenwood Elementary School Annex II\_C1584

Respondent:

Dated this day of	, 2015, in Chicago, Illinois.
	CHICAGO BOARD OF EDUCATION
	By: David J. Vitale, President
Attest: Stella H. Aultan 2/3/15 Estela G. Beltran, Secretary	
Board Report#: 15-0128-EX5-1	
James Bebley, General Counsel	
Labor Organization: Locus Wind /	5 731
Address: 1000 BURR Ridge PRI	Ny. 5/e.300
City, State, Zip Code: Bunn Ridge	IL. 60527
Tolombono Number (120) 88704/1	10

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

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

- 1. <u>Student Business Enterprises</u>. Notwithstanding any existing agreement, the Board may use non-paid volunteers or parents and paid or unpaid students for in-school projects, specifically, projects such as the Student Business Enterprise, or any other similar education-related programs.
- 2. Apprenticeship Goals and Supports for CPS Graduates. Each Union will establish a goal that at least thirty percent (30%) of its apprenticeships, interns or other construction-related work opportunities annually will be composed of persons who graduated from the Chicago Public Schools ("CPS"). The Chicago and Cook County Building Trades Council ("CBTC") will regularly update its website (www.CBTC.org) with information regarding apprenticeship programs and links to the Unions' apprenticeship program websites. The Board shall inform its high school counselors and relevant teacher staff of the website and the resources available there.
- Apprenticeship Programs. The Board and the Unions individually and through their umbrella organization (the Chicago and Cook County Building Trades Council) will collaborate to improve student, faculty (including high school counselors) and staff awareness of trade apprenticeship programs, their availability, their requirements and their processes and to develop programs that will increase the success of CPS graduates' who seek entry into Union apprenticeship programs. The support provided by the CBTC may be in one or more of the following forms as agreed to annually by the parties:

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

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

- 5. Union Support for CPS Summer Seasonal Student Employment. The Unions shall support the Board's summer employment initiative for CPS students in its summer season facilities maintenance program, in which CPS students will be employed to perform non-skilled maintenance that is not within the jurisdiction of any trade and will participate in educational seminars and demonstrations regarding the various aspects of facilities maintenance including those requiring skilled trades. The support shall include trade demonstrations, informational material regarding their respective trades, technical advice and other supports to the program. The Unions and the Board will agree on specific roles that the Unions will play during that program.
- 6. <u>Union Participation in the Industry Advisory Council</u>. The Unions will ensure that each trade who is a party to this Agreement provides a representative who participates on the Industry Advisory Council.
- Apprenticeships and Program Support. The Board shall engage an external project manager at a cost not to exceed one hundred thousand dollars (\$100,000.00) annually for the first two years of this agreement for the purposes of providing support services to the Board and CBTC in attaining the goals of this agreement. No later than August 1 of each year of this Agreement, Board, CBTC and the project manager shall meet to plan a program of support for the upcoming school year and develop CPS student apprenticeship program strategies, including plans to identify, inform and counsel qualified CPS high school students (regardless of program of study) and their guidance counselors about apprenticeship programs and opportunities. The plan will include benchmarks by which success of the Board-CBTC collaboration and the project management is measured that year. The project manager shall work with Board and CBTC representatives to

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

Supplement is Integral Part of the PLA. The parties recognize that this 8. 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

Labor Organization:		 
Address:		 
City, State, Zip Code:		 <del></del>
Telephone Number:	1	 ·
By:		 

## CHICAGO BOARD OF EDUCATION

Attest: Lottla B. Beltan Estela G. Beltran, Secretary  Date: 3/5/15  Board Report: 15-0128-EXS-2	. By:	David J. Vitale	VAAe) a, President	- Gras
James L. Bebley, General Counsel	)			
Labor Organization:		·		
Address:				

City, State, Zip Code:

Telephone Number:

CHICAGO BOARD OF EDUCATION

By: David J. Volle
David J. Vitale, President
Attest: Situl V. Bultus 2/3/15 Estela G. Beltran, Secretary
Board Report: 15-0128-EX5-2
James L. Bebleyl, General Counselof W
Labor Organization: Buck WYERS
Address: 660 Industrial M
City, State, Zip Code: Elm Henst II. 60126
Telephope Number: 630 941 2300
By: Calle Its: JAMES ALLEN

CHICAGO BOARD OF EDUCATION

Ву:	David J. Vitale, President	My Les
Ву:	David J. Vitale, President	J. P. July

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

Board Report - 15-0128-EX5-2

James L. Bebleyl, General Counselor M

Labor Organization:	ical 17 Heat + Frost Insulators
	Spring Creek Dr Suite U
City, State, Zip Code:	Tinley Park, IL 60477
Telephone Number:	708' 468 8000
By: Brign W	ym
Its:	BUSINESS MANAGER

CHICAGO BOARD OF EDUCATION

CHICAGO BOARD OF EDUCATION

By: David J. Village. President

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

Board Report: 15-0128-EX5-2

James L. Bebley, General CounselorM

Labor Organization: ARCHITECTURAL + ORNAMENTAL FW63

Address: 2525 W. LEXINGTON 3T

City, State, Zip Code: BRUADVIEW, 14 60155

Telephone Number: 708 - 344 - 1727

By: SUSINESS MANAGER, FST

CHICAGO BOARD OF EDUCATION

Ву:	David J. Village, President	g My years

Attest: Stella S. Bultus 2/3/15
Estela G. Beliran, Secretary

Board Report - 15-0128-EX5-2

James L. Bebleyl, General Counselor M

Labor Organization: MACHINERY MONERS RIBGERS MACHINERY ERECTORS
Address: 1820 BEACH ST
City, State, Zip Code: BROAD /IBW 121. 60155
Telephone Number: Tol- 615-9300
By: Tober Fulton
Its: BM / ST

CHICAGO BOARD OF EDUCATION

Attest: Little H. Bultus 2/3/15
Estela G. Beliran, Secretary

Board Report 15-0128-EX5-2

James L. Bebleyl, General CounselorM

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: Kaul D. Saupotion
Its: Business Representative

CHICAGO BOARD OF EDUCATION

By: David J. Vitale, President

Attest: Latella W. Bultus 2/3/15"
Estela G. Beitran, Secretary

Board Report: 15-0128-EX5-2

James L. Bebleyl, General Counselos M

Labor Organization: PIPS PITTERS C. U. 597

Address: 45 N Ode EN AUF

City, State, Zip Code: CH40 II 60607

Telephone Number: 312-829-4191 × 240

By: Yamus Buchanan

Its: BUSINGSE MANAGER

CHICAGO BOARD OF EDUCATION

Ву: _	David J. Village David J. Vitale, President	
• ••	David J. Vitale, President	The same
		11(4)

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

Board Report: 15-0128-EX5-2

James L. Bebleyl, General Counselor M

Labor Organization: LOCHI 134 1/38 W
Address: 600 W WASHINGTON
City, State, Zip Code: CH 10.4010 1L 60661
Telephone Number: 3/2 454. 1340
BY: BUSINESS MANAGER/FINANCIAL SECY
113. BUSINESS MYTURGER / FINHUCIAL SECY

CHICAGO BOARD OF EDUCATION

By: David J. Vitale, President

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

Board Report: 15-0128-EX5-2

James L. Bebleyl, General CounselorM

Labor Organization:	Chicago Journeymen Plumbers Local 130 UA
Address: 1340 W. W	ashington Blvd.
City, State, Zip Code:	Chicago, Illinois 60607
Telephone Number: _	(312) 421-1010
By: James F. Coyne,	
Its: James F. Coyne,	Business Manager

CHICAGO BOARD OF EDUCATION

By: David J. Vitale, President MAS

Attest: Settle H. Butter 2/3/15
Estela G. Beitran, Secretary

Board Report - 15-0128-EX5-2

James L. Bebley, General Counselor W

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: Manager

CHICAGO BOARD OF EDUCATION

Ву; _	Barin A. Vithe David J. Vitale, President	
. –	David J. Vitale, President	A THURS

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

Board Report: 15-0128-EX5-2

James L. Bebley, General Counsel 17 M

Labor Organization: SHEET METAL WORKERS' LOCAL	73
Address: 4550 ROOSEVELT ROAD	
City, State, Zip Code: HILLSINE, IL 60162	
Telephone Number: 708-449-0073	
BY: PRESIDENT AND BUSINESS MANAGER	
Its: PRESIDENT AND BUSINESS MANAGER	

CHICAGO BOARD OF EDUCATION

Ву: _	David J. Vible, President	
_v	David J. Vitele, President	F114 1259)

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

Board Report - 15 - 0128 - EX5 - 2

James L. Bebleyl, General Counselor M

Labor Orga	mization: _	Sprinkler	Fit	ters	Union	Loca1	281,	<b>א.</b> ע
Address: _	11900 S.	Laramie .	Aven	ue		•	·	
City, State,	Zip Code:	Alsip,	IL	6080.	3		·····	
<b>Felephone</b>	Number: _	708~597~	1800				****	
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ts: Bus:	ness Man	ager (عر					**********	-

CHICAGO BOARD OF EDUCATION

Ву: _	Parit J. Vittle David J. Vitele, President	
-	David J. Vitale, President	FINAL S

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

Board Report: 15-0128-Ex5-2

James L. Bebleyl, General Counsel (M)

Labor Organization: LOCA L UNION NO. 7B (

Address: NOO BURK Ridge II. 5/E. 300

City, State, Zip Code: BURK Ridge Id. 60527

Telephone Number: (430) 887-4100

By: Resident

Labor Organization: COMENT MISONS UNION LOCAL 502
Address: 739 25th AVENUE
City, State, Zip Code: BELLWOOD IC 60104
Telephone Number: 7085449,00
Telephone Number: 100949/100  By: 2000000000000000000000000000000000000
Ite: PLASITENT

Labor Organization: Boilermakers Union Local No. One
Address: 2941 S. Archer Ave
City, State, Zip Code: Chicago Ic 60608
Telephone Number: 773-247-5325
By: JOHN F. RIEL TILL TO THE TOTAL TREASURER
18: Business Manager / Secretary Treasurer

Labor Organization: CARPENTERS COUNCIL
Address: 12 EAST ERIE ST.
City, State, Zip Code: CHICAGO, TL. 60611
Telephone Number: (312) 787-30'76
Telephone Number: (3/2) 787-3076  By: Yay Lyman Its: U.C.e. PRESIDENT.
its: Vice President

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Labor Organization:	almers: District Council Hay
Address: 1456 W.	Adams
City, State, Zip Code:	Inlago , FC 60607
Telephone Number (3)	A 121-0046
Ву:	
Its;	y.

## INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS

Labor Organization:

Address;

Chicago Ridge, IL 60415

City, State, Zip Code:

Telephone Number: 708-907-7770

By:

Its:

MGR / Rainhaf

Labor Organization: Laborers District Council of Chicago a Vicinity
Address: 999 McClintock Drive, Suite 300
City, State, Zip Code: Burr Ridge, 11 60527
Telephone Number: 630, 655, 8289
By: James flamel.
Its: Businst Mahragol

Labor Organization: Laborers District Council of Chiengo a Victority

Address: 999 Me Clintock Drive, Suite 300

City, State, Zip Code: Burr Ridge, 14 60527

Telephone Number: 630.655.8289

By: Ama Planell.

Its: Burnell Manager