PUBLIC BUILDING COMMISSION OF CHICAGO

REQUEST FOR PROPOSAL (RFP) FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR VARIOUS CHICAGO PUBLIC SCHOOLS (Package 1) – PS3021

ISSUED: NOVEMBER 5, 2018

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

Mayor Rahm Emanuel
Chairman

Carina E. Sánchez
Executive Director

FIRM NAME:	
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ADDRESS:	
(This page must be included with your submission)	

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SECTION I – INTRODUCTION

A. INTRODUCTION

The Public Building Commission of Chicago ("Commission" or "PBC") has enhanced education, safety, and recreation across the region by building or renovating hundreds of schools, city colleges, libraries, parks, fire houses, police stations and other public facilities. PBC User Agencies include the City of Chicago, Cook County, Chicago Public Library, Chicago Public Schools, Chicago Park District, City Colleges of Chicago and other municipalities. Beginning with land acquisition, the PBC's professional staff may manage each project through planning, financing, site preparation and remediation, design, construction and furnishing, functioning as a single point of responsibility for "turn-key" development.

The Commission, through this Request for Proposals ("RFP"), solicits construction management firms (including firms proposing to have a controlling interest in Joint Ventures) to perform Pre-construction ("Pre-Con") and Construction Management at Risk ("CMAR") services for various Chicago Public Schools ("CPS Schools").

Firms seeking to provide these Services to the Commission (Respondents) are required to submit evidence of successful previous experience, financial capability, and possession of requisite licensing/certifications and otherwise meet all qualifications requirements as outlined herein.

B. PROJECT OVERVIEW

1. Objective: PBC has undertaken various Capital Improvement Program projects on behalf of Chicago Public Schools (CPS) which include numerous construction and renovation projects. The construction and renovation projects include construction of new annexes, site improvements to and renovation of existing school structures. Projects vary in timing, complexity, and dollar-value. The actual scope of services will vary based on the specific needs of the school. Scope of Services for each school can be found in requisite attachments. The Construction Management firm will be responsible for providing Pre-Construction and Construction Management at Risk Services as outlined in this RFP.

2. Construction Management at Risk Services: The Construction Manager shall provide Construction Management at Risk Services to assist the PBC, the Architect of Record ("AOR") and CPS with pre-construction activities, coordination, scheduling, development of a complete budget, estimating and budgeting the probable construction costs for each project and at each design milestone, overall management of the design team, and construction planning. The Construction Manager will also be responsible for reviewing the design documents for constructability, identifying possible cost savings, and supporting the PBC and the AOR to develop a permitting strategy and obtain all necessary permits and approvals.

   Additional responsibilities may include, but not be limited to:

   - Acquisition of Furniture, Fixtures, and Equipment;
   - Project Management;
   - Planning and coordination of all end user relocations, including without limitation, people, functions, services, utilities, fixtures, furnishings, and equipment, necessary to complete the Project;
   - Project Control;
   - Change Management;
   - Reporting;
   - Document Management;
   - Collection, Review, and Approval of Project Warranties;
   - Collection, Review, and Approval of Shop Drawings and As-Built Drawings;
   - Commissioning;
   - Close-out.

3. Trade Contract Award and Management: All subcontractor awards by Project will be to trade contractors pre-qualified to bid pursuant to a publicly advertised and PBC-approved prequalification process. The Construction Manager will administer the pre-qualification procedures and manage the bid and award process. The pre-qualification, bid and award procedures shall conform with the requirements of the Public Building Commission Act, 50 ILCS 20/1 et seq., (the "Act") and the PBC's policies concerning MBE/WBE utilization, minority and female hiring and City of Chicago resident and community hiring.

   All subcontract awards will be reported to the PBC Board of Commissioners.

The Construction Manager shall collaborate with the AOR to assemble bid packages for trade subcontracts to be bid.

The Construction Manager shall schedule and administer a public bid opening for each trade subcontract, with the supervision and participation of the PBC.

The Act requires that any contract for construction be awarded to the responsible bidder submitting the lowest responsive bid. The Construction Manager shall work closely with the PBC to analyze bids received and determine each bidder's responsiveness. The Commission's decision as to whether a bid is responsive shall be considered a conclusive and final determination.

MBE/WBE participation in Trade Contracts is an important consideration in determining bidder responsibility and the participation goals must be clearly defined in the Construction Manager's Invitation for Bid. The PBC will work closely with the Construction Manager to establish protocols for including appropriate aspirational goals in the Invitation for Bid.

C. AGREEMENT OVERVIEW

1. Agreement for Construction Management Services: The PBC anticipates the successful Respondent will enter into an Agreement for Construction Management Services ("Construction Management Agreement") with the PBC in a form substantially similar to the Construction Management Agreement which is provided in this RFP. The Construction Management Agreement will provide for the delivery of pre-construction and construction management services. As described in this RFP, the Construction Manager will provide pre-construction advising, value engineering and constructability reviews as to enable the project to be completed within the timeframe and budget specified.

2. Guaranteed Maximum Price ("GMP"): It is anticipated that the Construction Manager will assemble a Guaranteed Maximum Price ("GMP") based on 100% Construction Drawings. Subject to negotiation with the PBC, the Construction Manager will propose a GMP for its services and all Project work under its management. The GMP will be included in the Construction Management Agreement by amendment at the appropriate time and the Construction Manager will guarantee timely completion of the Project. The GMP and schedule guarantee will be based on the construction documents developed for the Project by the AOR in collaboration with the Construction Manager and be supported by price proposals received by the Construction Manager from pre-qualified trade contractors.

SECTION II – KEY INFORMATION

A. KEY INFORMATION RELATED TO THIS PROCUREMENT

1. Respondent Contact with the PBC: The PBC has selected the Contract Officer identified below as the ***sole point of contact***. From the date of issuance until selection of the successful Respondent(s), Respondent's communication with the PBC concerning this Procurement must be exclusively with:

   Patricia Montenegro, Contract Officer
   Public Building Commission of Chicago
   50 West Washington, Room 200
   Chicago, Illinois 60602
   patricia.montenegro@cityofchicago.org

2. Submission Deadline and Procurement Timetable: The following dates are set forth for informational and planning purposes; however, the PBC reserves the right to change the dates.

   - Issue RFP .....Monday, November 5, 2018
   - Pre-Submission Conference.....None
   - Questions Deadline ..... Wednesday, November 14, 2018 at 12:00PM CT
   - Submission Deadline .....Wednesday, November 28, 2018 at 11:00AM CT
   - PBC RFP Submission Review and Shortlist.....November 29, 2018 and November 30, 2018
   - Interview Short-listed Firms .....December 5, 2018 and December 6, 2018
   - Recommendation to PBC Board.....December 2018

3. Submission Instructions: Submissions instructions, including number of required copies can be found in Section IV. Submission Requirements of this RFP. Failure to submit in the manner prescribed in this RFP may deem your submission non-responsive.

4. RFP Availability: Hard copies of the RFP are available at the Richard J. Daley Center, 50 West Washington Street, Room 200, Chicago, IL 60602, at the Reception Desk. Office hours are from 8:00 AM to 5:00 PM, Monday through Friday. You may also download a copy at: www.pbcchicago.com.

5. Questions: Please direct all questions (and requests for American Disabilities Act accommodations), in writing to the attention of Patricia Montenegro, Contract Officer via email to: patricia.montenegro@cityofchicago.org. Questions may be answered at the discretion of the PBC. If answered, they will be answered via an Addenda posted to the PBC's website at: www.pbcchicago.com.

6. Addenda, Proposal, and Acceptance: Any addenda that are issued will be posted only to the above listed website link. Respondent must acknowledge any addenda issued and posted to the PBC website www.pbcchicago.com. The Commission is not responsible for a Respondent's failure to obtain or download any addenda issued for a RFP.

   Proposals must be submitted with original signatures in the spaces provided on FORM H – Proposal Acknowledgment and Acceptance.

   If Respondent is a corporation, the President and Secretary must execute the Proposal. In the event that this Proposal 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. If Respondent is a partnership, all partners must execute the Proposal, 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.

   Respondent's failure to acknowledge any issued addenda on FORM H – Proposal Acknowledgment and Acceptance or fail to properly execute the document may result in the Commission finding the proposal non-responsive and rejecting the proposal.

7. Confidentiality: Respondent may designate those portions of the proposal, which contain trade secrets or other information the respondent deems as proprietary or privileged (including financial information) as confidential. If a respondent includes data that is not to be disclosed to the public for any purpose or used by the PBC except for evaluation purposes, the respondent must clearly demarcate the bottom of each page containing confidential information as "Confidential."

8. Disclosure of Retained Parties: The Respondents to whom a Contract will be awarded shall submit a fully-executed FORM I – Disclosure of Retained Parties pursuant to the instructions on the document within five (5) days of receipt of notice to provide such Disclosure.

9. False Statements: Any false statement(s) made by the respondent(s) will void the response and eliminate the respondent(s) from further consideration.

10. Debarment: Any firm debarred by City of Chicago, Sister Agencies, local, state or federal agencies shall have any award issued under this request, revoked.

11. Rejection of Submissions: Submissions that do not comply with the submission requirements of the RFP or that contain omissions, erasures, alterations that are irregular in any way, may be rejected as informal and insufficient. The PBC, however, reserves the right to waive any or all informalities when it considers a waiver to be in its and the public's best interest.

12. Ownership of Submission: The PBC owns all submitted materials. Submissions will not be returned to Respondents. During the evaluation and selection period and after the Selected Respondent(s) sign the Agreement(s), all Submittals remain the property of the PBC. The PBC shall not be responsible for expenses incurred in preparing and submitting the submission. Such costs must not be included in the submission.

13. Improper Practices: The Respondent must not offer any gratuities, favors, or anything of monetary value to any member of the Board of Commissioners of the PBC, official, or employee of the PBC for the purpose of influencing consideration of the Submittal. The Respondent must not collude in any manner or engage in any practices with any other Respondent(s) or potential Respondent(s) that may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the Respondents' response to this RFP to be rejected by the PBC. Notwithstanding the foregoing, this prohibition is not intended to preclude joint ventures, licenses or subcontracts.

14. Compliance with Laws: The Selected Respondent(s) must comply with all laws, statutes, ordinances and regulations of any and all governmental body, including the PBC and Federal, state, local and city governments. Respondent's attention is directed to the provisions of Article 33E of the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. (as amended), but Consultants must comply with any other provisions that apply to or in any manner affect any Services performed under the Agreement.

15. Reservations: The commission's approval of a firm pursuant to this RFP does not mean that the Commission approves the firm as qualified to perform a specific project. At the full discretion of the Commission, the Commission holds the following reservations.

    The right to:

    - request any additional, relevant information determined to be necessary for the proper evaluation of a submission;
    - request an interview with the Respondent's team;
    - review a firm's qualifications to perform a specific project;
    - reject a firm's proposal if the Commission determines that the firm is not qualified to perform the project;
    - require project-specific MBE/WBE Participation Goals, EEO, CRO, and Community Hiring provisions; and,
    - negotiate rates.

16. RIGHT TO CANCEL: The PBC reserves the right to cancel this procurement process whenever the best interest of the PBC is served. The PBC shall not be liable for costs incurred by respondent(s) associated with this procurement process.

B. ANTICIPATED CONTRACTUAL OBLIGATIONS

Respondents should take into consideration key PBC contractual obligations (or requirements) in the performance of any work performed for the PBC by a Contractor (or its Subcontractors).

The information identified below is not intended to discourage potential Respondents in any way but to inform Respondents of preliminary contract requirements. The PBC is fully dedicated to working with Consultants/General Contractors to ensure their compliance with meeting PBC contract requirements and ensuring successful completion of PBC projects.

Unless otherwise noted, all Respondents should adhere to the submission requirements following each item listed below. A Submission Checklist is provided further in this document to assist your firm in determining which form is applicable to your firm and required with your submission.

1. Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) Participation: It is the PBC's policy to provide for maximum contracting opportunities for MBE/WBEs on all PBC projects. MBE/WBEs are encouraged to submit as General Contractors. The PBC accepts MBE/WBE certifications from City of Chicago and Cook County only.

   For purposes of this RFP, all Respondents shall complete FORM E – MBE/WBE, EEO, CRO, and CH Participation of which demonstrates commitment to meeting PBC's MBE/WBE Participation Goals. The goals for each project will be detailed in each Project page.

2. Joint Venture Participation (Only applicable to firms interested in Joint Venture Partnerships): The PBC accepts Joint Venture Partnerships. Joint Ventures of Contractors with appropriate qualifications, financial capacity and combined construction experience and capacity are eligible to be considered for award.

   A completed Disclosure Affidavit (FORM C) must be submitted for the joint venture entity; and Respondent must submit a copy of the entity's joint venture agreement which clearly identifies the resources, capabilities and capacity of each joint venture firm available to be allocated to the performance of the Contract.

   The PBC also strongly encourages the participation of MBEs and WBEs as joint venture partners. Joint ventures of MBE/WBE contractors and non-MBE/WBE contractors are also invited to submit a Proposal in response to this RFP.

   For purposes of this RFP, all Respondents must include with their submission, a copy of the entity's joint venture agreement as described above, Form C – Disclosure Affidavit and Form K – Joint Venture Affidavit. Each Joint Venture partner will also be required to submit all applicable forms requested in this RFP.

3. Equal Employment Opportunity (EEO) Requirements: Contractors will be required to comply with all laws with respect to the employment of labor and payment of local prevailing wage rates. It is an unlawful employment practice for a Contractor to fail to hire, to refuse to hire, to discharge, or to discriminate against any individual with respect to compensation or the terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, age, handicap, or national origin; or to limit, segregate, or classify employees or applicants for employment or otherwise; or to adversely affect such individual's status as an employee because of such individual's race, color, religion, sex, age, handicap, or national origin.

   For purposes of this RFP, all Respondents shall complete FORM E – MBE/WBE, EEO, CRO, and CH Participation which demonstrates commitment to meeting PBC's EEO, CRO, and CH requirements and requests the Respondents to provide evidence of past experience achieving commitments to utilize minority and women jouryneyworkers, apprentices, and laborers. Additionally, Respondent must provide history of meeting city of Chicago (CRO) requirements and community hiring (CH) requirements. The goals for each project will be detailed in each Project page.

4. Local Business Subcontracting Participation, City Residency 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:

   a. Local Subcontracting Requirement

      i. 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.

      ii. 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.

      iii. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for Non-City-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple municipalities, such as the Metropolitan Water Reclamation District, "Local Business" shall be defined in the solicitation documents for that project.

b. Community Hiring Requirement.* At least 7.5% of the project labor must be performed by "Project Community Residents" and included on a "Project Community Area Map". The aggregate hours of Work to be performed by the Contractor and Subcontractors under this Contract may be complied through residents who are trade or non-trade workers. These positions may include but are not limited to trade workers, field engineer, superintendent, project manager, security, data entry clerks, schedulers, traffic monitoring personnel, and site administrative support staff. The PBC reserves the right to require Community Hiring on project-specific Job Order Proposals.

   i. For purposes of the community hiring requirement, "Project Community Residents" shall mean persons domiciled within the Project Community Areas. Refer to sample "Exhibit E – Project Community Area Map'.

c. City of Chicago Residency Requirements.* The Contractor agrees to ensure that the aggregated hours of Work to be performed under this Contract will be performed such that at least 50% of the aggregated hours of Work is performed by City of Chicago Residents.

*These minimal percentage levels of City of Chicago Residents and Project Community Residents as laborers and skilled trade Workers are not to be understood as limiting or determining the fuller utilization of City of Chicago Residents and Project Community Residents beyond these numerical levels, but are intended instead as minimum requirements unless the Commission grants a waiver based upon demonstration by the Contractor of impracticability or excessive cost of complying with the specified percentages. A waiver or reduction will be considered if the Contractor has unsuccessfully solicited a sufficient number of City of Chicago Residents and Project Community Residents to perform the Work and has documented such effort to the satisfaction of the Commission. In addition, a Contractor seeking a waiver or reduction will provide timely notice of the need for qualified City of Chicago Residents and Project Community Residents to an appropriate source of referrals, in which the source is entitled to comment on any waiver or reduction application.

5. Payment and Performance Bond: A payment and performance bond may be required for this Project.

For purposes of this RFP, all Respondents must submit a letter from Respondent's Surety identifying the Respondent's current Bonding Capacity. The letter must include: 1) Your Bonding Capacity (single and aggregate amounts), 2) The current amount of bonding outstanding; and 3) how long the bonding company has been providing bonds.

6. Insurance: Contractors must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements on PBC projects on a project-by-project basis, insuring all operations related to the Contract. The insurance must remain in effect for the duration of the Contract.

For purposes of this RFP, all Respondents must submit a Certificate of Insurance showcasing their current coverage limits. (Refer to EXHIBIT A – Insurance Requirements)

7. Safety Program Manual: Respondents should be able to demonstrate the quality of their overall safety program as evidenced by their history of citations, OSHA incident rate and Experience Modification Rate (EMR).

For purposes of this RFP, Respondents must complete FORM F – Safety and submit a copy of the Table of Contents of the Safety Program Manual.

8. Quality Assurance and Quality Control Plan (QA/QC): Respondents should be able to demonstrate their experience with implementation of QA/QC processes.

For purposes of this RFP, Respondents must submit a copy of their Quality Assurance and Quality Control Plan.

9. Project Scheduling: The PBC may require Contractors to submit schedules electronically or utilize scheduling software for project management purposes.

For purposes of this RFP, Respondents must submit a sample of a project schedule.

10. Liquidated Damages: The Contractor agrees that the Work must be executed regularly and diligently to ensure completion within the time specified in the Contract. The Contractor and the Commission understand and agree that the time for the completion of the Work described is a 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.

Substantial Completion of the Work is defined in Book 2, Section 1.01.33.

11. Project Labor Agreement: 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. Additionally, PBC may require Contractor to submit evidence of signatory relationships with Labor Unions at time of bid. Evidence may include letter(s) of good standing or similar union benefits status documentation.

    See EXHIBIT G – Chicago Public Schools (CPS) Project Labor Agreement.

    For purposes of this RFP, all Respondents must acknowledge understanding of the Project Labor Agreement requirements.

12. Mandatory Project Specific Contractor Staffing Requirements: The Contractor shall assign a Project Manager and a Superintendent full time to the Project effective as of the date of Notice to Proceed through Final Acceptance. The Project Manager and Superintendent must be at the Project Site full time from the date of commencement of construction activities through Final Completion and Acceptance of the Work, including the completion of Punch List Work, during Work activities.

13. Prevailing Wage Rates: Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. Prevailing wage rates in effect at the time of issuance of Contract Documents will be identified in bid documents. One resource for determining the current prevailing wage rate is the internet site www.state.il.us/agency/idol/CM/countym.htm, maintained by the State of Illinois Department of Labor.

14. 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.

SECTION III – EVALUATION CRITERIA

A. EVALUATION PROCESS

An Evaluation Committee (EC) will review the Respondent's qualifications and price in accordance with submission requirements and evaluation criteria set forth in this document. The EC will render a recommendation for final determination and request approval from PBC Board of Commissioners to award one (1) contract.

The PBC reserves the right to seek clarification of information submitted in response to this RFP and/or request additional information during the evaluation process. The PBC reserves the right to accept or reject any or all qualifications and selections when it is determined, at the sole discretion of the PBC.

B. EVALUATION CRITERIA

The PBC shall review and evaluate the submissions of each Respondent in accordance with the criteria listed below. The PBC will rely upon the Contractor to verify that all prospective vendor(s) and subcontractor(s) are appropriately licensed, insured, bonded and meet all other requirements specified by the construction contract pursuant to procedures and policies of the Commission. The Commission reserves the right to add, delete or modify any requirements at its discretion.

1. Technical Competence and Past Performance of the Firm – WEIGHT 25%

a) Construction Management at Risk Experience

Respondents shall demonstrate CMAR experience on projects completed within the last five (5) years on the three (3) projects identified and selected by the Respondent as relevant and comparable based on complexity, size and type.

Respondent's role on each project must have been as a Construction Manager at Risk where Respondent provided pre-construction and construction services. Limit description of each project to three (3) pages.

Respondents are to provide information required for the three (3) projects submitted as representative examples of Respondent's CM at Risk experience as follows:

(i) A brief description of the project including location, schedule, square footage, construction type, and foundation system;
(ii) A brief description of the pre-construction services provided on the project specifically addressing:
  (a) building systems analysis and selection (structural, mechanical, electrical, plumbing, fire protection, building envelope);
  (b) value engineering analyses performed, and cost savings recommendations made;
  (c) cost estimating and budget management services provided;
  (d) constructability reviews performed;
  (e) bidding and procurement activities; and
  (f) construction scheduling services.
(iii) Original forecast completion date and actual completion date;
(iv) Original budget/GMP and actual cost of project at completion;
(v) Amount of construction manager contingency included in the GMP and amount remaining at project completion;
(vi) Contact information from each project owner/developer and Architect of Record.

b) K-12 Experience

Respondents shall demonstrate experience and past performance providing Pre-Construction, Construction Management and/or General Contracting services on three (3) projects completed within the last five (5) years identified by the Respondent as representative of Respondent's Past Performance: K–12 Educational Experience.

Provide project descriptions and information on three (3) projects completed within the last five (5) years where the Respondent provided pre-construction, construction management and/or general contracting services on K-12 educational projects. Utilizing the criteria listed above in Section III.B.1.a.i-vi, limit description of each project to two (2) pages. Include contact information from each project owner/developer and Architect of Record.

For purposes of this RFP, all Respondents must identify the minimum number of comparable projects within the dollar ranges specified above and completed within the last three years, as well as, complete FORM A – Technical Competence and Past Performance.

2. Project Approach and Methodology – WEIGHT 20%

Respondents shall demonstrate their approach and methodology for providing pre-construction services, bidding and procurement services and construction management services on the Project.

Submittals must demonstrate Respondent's thorough understanding of the requirements for Trade Subcontractor pre-qualification and public bidding and must demonstrate Respondent's ability to manage a Trade Subcontractor procurement process that will ensure that the project goals for MBE/WBE participation are met or exceeded and that employment opportunities are maximized for minorities, women, City and community residents.

Respondents are to describe the proposed approach and methodology as follows:

a) Pre-Construction. Discuss your cost estimating, cost control and change management processes; Describe your value engineering approach; Describe your constructability and building systems evaluation process; Describe your bid and procurement management processes: Describe your Scheduling Compliance and Control systems; Describe your approach to regulatory, environmental and permitting management.

b) Bidding/Procurement. Describe your approach to managing Trade Subcontractor bidding process: Describe your current and proposed processes for pre-qualifying Trade Subcontractors; Describe your philosophy and methods for ensuring maximum participation by MBE/WBE firms; maximizing opportunities for minority and female employment; and maximizing City of Chicago Resident and Community Resident employment including compliance with minimum 50% City of Chicago Resident employment and 7.5% Community Resident employment.

c) Construction. Describe your proposed schedule and budget/cost control approach; Describe your construction site safety and security programs: Complete Safety Questionnaire (Attached); Describe your Quality Control Plan: Submit a table of contents and a copy of one of the firm's recent Quality Control Programs.

For purposes of this RFP, all Respondents shall provide a narrative incorporating the requirements noted above. Response should be limited to three (3) pages.

3. Qualifications and Relevant Experience of Key Staff – WEIGHT 10%

Respondents shall demonstrate the experience and past performance of individuals identified on the Project Team in providing pre-construction, bidding and procurement, and construction management services.

1. Resumes: Respondents must submit resumes evidencing project experience of the following proposed Key Staff Members:

   i. Pre-Construction: Project Manager, Estimators, MEP/Technical Coordinator, Constructability Reviewer/Manager.
   ii. Bidding/Procurement: Project Manager, Procurement Manager, Diversity/MBE/WBE Manager;
   iii. Construction: Project Executive, Project Manager, Superintendent, Project Engineer

2. Organization Chart: Respondents must submit proposed organization chart indicating who Key Staff Member's potential roles and responsibilities on the Project at each stage: Pre-Construction, Bidding/Procurement & Construction.

For purposes of this RFP, all Respondents shall complete FORM B – Key Personnel and submit resumes for each Key Staff Member. Resumes should be limited to two (2) pages.

4. Financial Capacity – WEIGHT 5%

Respondents should demonstrate they have the financial resources necessary to successfully deliver projects and pay sub-contractors as necessary.

Respondents shall furnish an audited financial statement including notes, such as, but not limited to, balance sheets and/or profit and loss statements, for the last three (3) years demonstrating that the Respondent has the financial viability and ability to perform the Services. If a joint venture, submit financial statements for the joint venture name and each joint venture partner. Independent accountant may provide a copy of a complete financial statement. All notes and schedules must be provided. The Respondent shall also submit annual reports and a written disclosure advising of any pending litigation against the Respondent that may have a material effect in Respondent's ability to provide the Services.

In the event Respondent does not have an audited financial statement, Respondent may submit a review or compilation prepared by an outside accountant with the notes. The PBC will consider other financial document (ie Tax Returns) in lieu of financial statements and/or review/compilation.

The Commission, reserves the right to request additional information from Contractors.

For purposes of this RFP, all Respondents must provide documents as described above.

5. Price – WEIGHT 20%

   For purposes of this RFP, all Respondents must complete the Cost Form found in the respective Project Page.

6. MBE/WBE Past Participation – WEIGHT 15%

   Respondent must identify and report compliance history for at least three (3) projects from the previous three (3) years.

   Respondent must describe its commitment to achieve meaningful MBE and WBE participation as identified in this RFP.

   If Respondent is seeking favorable consideration for including MBE/WBE participation through a joint venture or equity participant, submittal must include a completed Schedule B, and the corresponding Joint Venture Agreement (FORM K).

   For purposes of this RFP, all Respondents shall complete FORM E – MBE/WBE, EEO, CRO, and CH Participation. If Joint Venture is a MBE or WBE, please include City of Chicago or Cook County certification letter.

7. References – WEIGHT 3%

   Provide, at minimum, three (3) references of the Clients identified in Technical Competence and Past Performance. References cannot be current PBC employees.

   For purposes of this RFP, all Respondents shall complete FORM G – References.

8. Responsiveness to the Solicitation – WEIGHT 2%

   The PBC will review the quality, completeness, and comprehensiveness of response to this RFP and its compliance with each of the submittal requirements.

   Respondents are to adhere to the Submission Requirements noted in this RFP.

C. OTHER CRITERIA

1. General Information: The following items are prerequisites the Commission requires of Contractors in the performance of any work requested by the Commission. They are not weighted in the Evaluation Criterion; however, submission of these documents is required and will be considered when determining award.

   a. Licensing

      Contractors should possess the licenses listed below and meet all license requirements in order to perform the type of work solicited by the PBC.

      a. State business license(s)
      b. City of Chicago business license
      c. Contractor license, specific to your capacity

      Should a firm's license change during the Procurement or performance of the Services, it is the responsibility of the Respondent to submit proof of change to the Commission.

      For purposes of the RFP, all Respondents must include copies of all current, applicable licenses.

   b. Affidavits, Certifications, and Other

      Contractors should include the following Affidavits with their submission.

      i. Disclosure Affidavit
      ii. Affidavit of Non-Collusion

      For purposes of this RFP, all Respondents shall complete FORM C – Disclosure Affidavit and FORM J. Affidavit of Non-Collusion.

c. Legal Actions

Eligible Contractors must demonstrate a performance history without an indication of recurring defaults or terminations on projects, failures to complete projects on schedule, litigation history, including judgments and outstanding lawsuits, and violation of laws relevant to the evaluation of this criterion.

For purposes of this RFP, all Respondents shall complete FORM D – Legal Actions demonstrating responding firm's performance history without recurring defaults or terminations on projects

SECTION IV – SUBMISSION REQUIREMENTS

A. SUBMISSION REQUIREMENTS

These instructions describe the format and content of the submission. These directions are designed to facilitate a fair and uniform review process. Failure to adhere to this format will affect evaluation and may result in disqualification of your submission. The PBC expressly reserves the right to reject or accept submissions at the discretion of the Commission.

1. Number of Submissions

- Submit 1 signed, single-sided, bound ORIGINAL (marked as such)
- Submit 2 double-sided, unbound paper copies
- Submit 4 USB Flash Drives, each with a single, searchable PDF file of your submission*
- Submit 1 single-sided, bound copy of Financial Statements

*Electronic copies must be in a single, searchable pdf document. No Compact Discs.

2. Submission Format

a. Binding

i. Submissions should be bound on the long side and prepared on standard 8½" x 11" letter size paper. Expensive papers and bindings are discouraged as no materials will be returned to Respondent.
ii. PBC staff may have to unbind bound copies in order to duplicate sections of your submission; therefore, submissions with spiral or permanent binding will not be accepted.
iii. Submissions must include the return of the entire RFP document.

b. Labeling

i. All copies (bound and electronic) should be organized, tabbed, and labeled in accordance with the Submission Checklist described in this RFP.
ii. The front page of each submission must be marked 'ORIGINAL', if original; and 'COPY', if copy.
iii. The spine of the Original Bound Copy must be labeled with the Firm's name and name of the RFP.
iv. Attachments must be clearly noted in the Submission. When including attachments, please ensure that, at a minimum, the following information is noted in the header or footer of the attachment.

(Example)
ABC Contractor
Narrative Statement to Evaluation Criteria – Past Performance
Page ___ of ___

v. USB drives shall be clearly labeled with your firm's name. Electronic PDF file copy must be a single, searchable document and must be labeled as follows:

'SU_YourFirms'Name_CMARServicesatVariousCPSSchoolsP1PS3021_RFPresponse_YYYYMMDD'

vi. Please stamp, legibly handwrite, or type your firm's name at the bottom of each page of your submission.

c. Packaging

i. The outside of each envelope or package should be labeled as follows:

Request for Proposals for Construction Management at Risk Services
for Various Chicago Public Schools (Package 1) – PS3021
(Name of Respondent)
(Date of Submission Deadline)
Package ____ of ____

ii. The outside of each envelope or package must be addressed and returned to:

Public Building Commission of Chicago
Richard J. Daley Center, Room 200
50 W. Washington Street Chicago, Illinois 60602
Attention: Patricia Montenegro, Contract Officer

iii. Enclosed within your envelope or package must be 1) separately sealed and labeled, containing four (4) USB Flash Drives and 2) a separately sealed and labeled envelope containing 3 years of financial statements.

SECTION V – SUBMISSION CHECKLIST

A. SUBMISSION CHECKLIST

1) Cover Letter and Table of Contents (TAB 1):

Cover Letter: The Cover Letter must include a brief description of your firm's company history, experience, and number of years in business. The letter must include the Respondent's mailing address, e-mail address, fax number and telephone number. Respondent must also acknowledge any addenda issued and posted to the PBC website www.pbcchicago.com in the Cover Letter.

An individual authorized to legally bind the Respondent must sign the cover letter. The person who signs the cover letter will be considered the contact person for all matters pertaining to the Submission unless the Respondent designates another person in writing.

Table of Contents: The Respondent must include a table of contents in its Submission. Submissions must be page-numbered sequentially from front to back.

2) Evaluation Criteria: Technical Competence and Past Performance (TAB 2)

Complete FORM A – Technical Competence and Past Performance information as requested in Section III.B.1 of this RFP.

3) Evaluation Criteria: Project Approach and Methodology (TAB 3)

Provide information as requested in Section III.B.2 of this RFP.

4) Evaluation Criteria: Qualifications and Relevant Experience of Key Staff (TAB 4)

Identify Key Staff and complete FORM B – Key Personnel. Provide information as requested in Section III.B.3 of this RFP.

5) Evaluation Criteria: Financial Capacity (Separately Sealed Package – Do not include in electronic submission)

Provide all financial capacity support documentation as requested in Section III.B.4 of this RFP.

6) Other Criteria: Licensing and General Information (TAB 5)

Provide a copy of all current, applicable licenses as requested in Section III.C.1 of this RFP. Provide Letter from Respondent's Surety. Provide acknowledgement and understanding of Project Labor Agreement requirements.

7) Other Criteria: Affidavits (TAB 5)

Complete FORM C – Disclosure Affidavit and FORM J – Affidavit of Non-Collusion as requested in Section III.C.1.a of this RFP.

8) Other Criteria: Legal Actions (TAB 5)

Complete FORM D – Legal Actions and provide any additional information as requested in Section III.C.1.b.ii of this RFP.

9) MBE/WBE Participation (TAB 5)

Complete FORM E – MBE/WBE, EEO, and Community Hiring Participation.

10) Insurance Certificate (TAB 6)

Provide a copy of Respondent's existing Certificate of Insurance as requested in Section II.B.6 of this RFP.

11) Safety (TAB 7)

Complete FORM F – Safety and submit a copy of the Table of Content of your firm's Safety Manual as requested in Section II.B.7 of this RFP.

12) Quality Assurance/Quality Control (TAB 8)

Submit a copy of your firm's QA/QC Plan as requested in Section II.B.8 of this RFP.

13) Project Scheduling (TAB 9)

Provide a sample of your firm's project schedule as requested in Section II.B.9 of this RFP.

14) References (TAB 10)

Complete FORM G – References as requested in Section III.B.7 of this RFP.

15) Joint Venture Participation (TAB 11) – Applicable to Contractors who intend on submitting as Joint Venturers.

Complete FORM K – Joint Venture Affidavit and submit a copy of the entity's joint venture agreement. If Joint Venture is a MBE or WBE, please include City of Chicago or Cook County certification letter.

NOTE: As described in Section II. Key Information, C. Anticipated Contractual Obligations, 2) Joint Venture Partnerships, each Joint Venture Partner will also be required to submit all applicable forms requested in this solicitation.

16) Proposal Acceptance and Cost Form (TAB 12)

Complete FORM H – Proposal Acknowledgement and Acceptance Form

Complete FORM I – GMP PROPOSAL

B. SUBMISSION CHECKLIST REFERENCE TABLE

The table below has been created to help facilitate the submission process. Submissions are to be organized and labeled in the following order:

TAB 1
Cover Letter Table of Contents
TAB 2
Evaluation Criteria: Technical Competence and Past Performance (Form A)
TAB 3
Evaluation Criteria: Project Approach and Methodology
TAB 4
Evaluation Criteria: Qualifications and Experience of Key Staff (Form B)
TAB 5
Other Criteria: Licenses and General Information Other Criteria: Affidavits (Form C and J) Other Criteria: Legal Actions (Form D) MBE/WBE, EEO, Community Participation (Form E)
TAB 6
Insurance Certificate
TAB 7
Safety (Form F)
TAB 8
QA/QC Plan
TAB 9
Project Scheduling
TAB 10
References (Form G)
TAB 11 (if applicable)
Form K – Joint Venture Affidavit Joint Venture Agreement
TAB 12
Proposal Acknowledgment and Acceptance (Form H) Cost Form (per Project)
FINANCIAL STATEMENTS – Submit in a separately Sealed Envelope – Do not include in Electronic Submission Evaluation Criteria: Financial Capacity

PROJECT 1 – DECATUR CLASSICAL ELEMENTARY SCHOOL ANNEX AND RENOVATION

PROJECT 4 – PALMER ELEMENTARY SCHOOL
ANNEX AND RENOVATION

PROJECT 6 – ROGERS ELEMENTARY SCHOOL
ANNEX AND RENOVATION

A. EVALUATION CRITERIA FOR TECHNICAL COMPETENCE AND PAST PERFORMANCE

1. Construction Management at Risk Experience

Respondents shall demonstrate CMAR experience on projects completed within the last five (5) years on the three (3) projects identified and selected by the Respondent as relevant and comparable based on complexity, size and type.

Respondent's role on each project must have been as a Construction Manager at Risk where Respondent provided pre-construction and construction services. Limit description of each project to three (3) pages.

Respondents are to provide information required for the three (3) projects submitted as representative examples of Respondent's CM at Risk experience as follows:

a. A brief description of the project including location, schedule, square footage, construction type, and foundation system;
b. A brief description of the pre-construction services provided on the project specifically addressing:
    i. building systems analysis and selection (structural, mechanical, electrical, plumbing, fire protection, building envelope);
    ii. value engineering analyses performed, and cost savings recommendations made;
    iii. cost estimating and budget management services provided;
    iv. constructability reviews performed;
    v. bidding and procurement activities; and
    vi. construction scheduling services.
c. Original forecast completion date and actual completion date;
d. Original budget/GMP and actual cost of project at completion;
e. Amount of construction manager contingency included in the GMP and amount remaining at project completion;
f. Contact information from each project owner/developer and Architect of Record.

2. K-12 Experience

Respondents shall demonstrate experience and past performance providing Pre-Construction, Construction Management and/or General Contracting services on three (3) projects completed within the last five (5) years identified by the Respondent as representative of Respondent's Past Performance: K–12 Educational Experience.

Provide project descriptions and information on three (3) projects completed within the last five (5) years where the Respondent provided pre-construction, construction management and/or general contracting services on K-12 educational projects. Utilizing the criteria listed above in Section III.B.1.a.i-vi, limit description of each project to two (2) pages. Include contact information from each project owner/developer and Architect of Record.

For purposes of this RFP, all Respondents must identify the minimum number of comparable projects within the dollar ranges specified above and completed within the last three years, as well as, complete FORM A – Technical Competence and Past Performance.

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FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of three (3) is required.

PROJECT NO. _____			
Project Name:			
Project Type:	☐ New Construction ☐ Renovation ☐ Other:_____		
Agency/Client:			
Agency Type:	☐ Public ☐ Private	Respondent's Role:	☐ Construction Manager at Risk ☐ General Contractor ☐ Sub Contractor ☐ Other:_____
Please describe your firm's role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
Has the project achieved final acceptance after January 1, 2015?			☐ Yes ☐ No
Original Contract Value:			$
Was project completed on budget? *(If no, please explain below or attach explanation.)*			☐ Yes ☐ No
Final Contract Value:			$
Was project completed on schedule? *(If no, please explain below or attach explanation.)*			☐ Yes ☐ No
If applicable, did Project receive LEED Certification?			☐ Yes ☐ No
Level of LEED Certification:			
Was the project permitted? *(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)*			☐ Yes ☐ No
Type of Permit:	☐ New Construction ☐ Easy Construction ☐ Other: _____		
City/Town/Village, State:			
Permitting Body:			

When including Narrative Statements, please ensure that, at a minimum, the following information is noted on the attachment.

(Sample)

ABC Contractor
Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE
Page ___ of ___.

PROJECT NO. _____ (continued)
PROJECT NARRATIVE

FORM B – KEY PERSONNEL

A. EVALUATION CRITERIA FOR KEY PERSONNEL

Respondents shall demonstrate the experience and past performance of individuals identified on the Project Team in providing pre-construction, bidding and procurement, and construction management services.

1. Resumes: Respondents must submit resumes evidencing project experience of the following proposed Key Staff Members:

   i. Pre-Construction: Project Manager, Estimators, MEP/Technical Coordinator, Constructability Reviewer/Manager.
   ii. Bidding/Procurement: Project Manager, Procurement Manager, Diversity/MBE/WBE Manager;
   iii. Construction: Project Executive, Project Manager, Superintendent, Project Engineer

2. Organization Chart: Respondents must submit proposed organization chart indicating Key Staff Member's potential roles and responsibilities on the Project at each stage: Pre-Construction, Bidding/Procurement & Construction.

   For purposes of this RFP, all Respondents shall provide a narrative incorporating the requirements noted above and complete FORM B – Key Personnel. Submit resumes for each individual. Narrative should be limited to one (1) Page. Resumes should be limited to two (2) pages.

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FORM B – KEY PERSONNEL

Please complete a form for each Key Staff Member.

KEY PERSONNEL		
Role:	Pre-Construction: ☐ Project Manager ☐ Estimator ☐ MEP/Technical Coordinator ☐ Constructability Reviewer/Manager Bidding/Procurement: ☐ Project Manager ☐ Procurement Manager ☐ Diversity MBE/WBE Manager Construction: ☐ Project Executive ☐ Project Manager ☐ Superintendent ☐ Project Engineer	
Name:		
Title:		
	Number of years with the firm:	
PLEASE ATTACH RESUME		

FORM C – DISCLOSURE AFFIDAVIT

I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned _____ , as _____
Name Title

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

RESPONDENT			
Name of Firm:			
Address:			
City/State/Zip:			
Telephone:		Facsimile:	
FEIN:		SSN:	
Email:			
Nature of Transaction:			

☐ Sale or purchase of land
☐ Construction Contract
☐ Professional Services Agreement
☐ Other _____

II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

☐ Corporation
☐ Partnership
☐ Sole Proprietorship
☐ Joint Venture
☐ Limited Liability Company
☐ Limited Liability Partnership
☐ Not-for-profit Corporation
☐ Other: _____

FORM C – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:			
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:			☐ Yes ☐ No
City/State/ZIP:			
Telephone:			
Identify the names of all officers and directors of the business entity. *(Please attach list if necessary.)*			
Name		Title	
Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity. *(Please attach list if necessary.)*			
Name	Address		Ownership Interest Percentage
			%
			%
			%
LLC's only, indicate Management Type and Name:			
☐ Member-managed	☐ Manager-managed	Name:	
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?			☐ Yes ☐ No
If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.			

B. PARTNERSHIPS

If the bidder/proposer or contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether General Partner (GP) or Limited Partner (LP).		
Name	Type	Ownership Interest Percentage
		%
		%
		%
		%
		%

C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
If the answer is no, please complete the following two sections.	☐ Yes ☐ No

If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.
Name of Principal(s)

If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.	
Name	Address

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:

    a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or

    b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

    c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging[2] in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.

3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating[4] in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.

4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.

5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.

    b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and

    d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.

2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document of or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.

3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.

4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.

5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

D. OTHER TAXES/FEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.

2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

E. PUNISHMENT

1. A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.

2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local environmental restriction, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other environmental restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other environmental restriction.

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.

C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

H. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

I. VERIFICATION

Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Compliance, 50 W. Washington, Room 200, Chicago, IL 60602.

_____
Signature of Authorized Officer

_____
Name of Authorized Officer (Print or Type)

_____
Title

_____
Telephone Number

State of _____
County of _____

Signed and sworn to before me on this _____ day of _____, 20____ by
_____ (Name) as _____ (Title) of
_____ (Bidder/Proposer/Respondent or Contractor)
_____
Notary Public Signature and Seal

FORM D – LEGAL ACTIONS

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FORM D – LEGAL ACTIONS

I. LEGAL ACTIONS

If the answer to any of the questions below is YES, you must provide a type-written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	☐	☐
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	☐	☐
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed _____.		
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	☐	☐
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	☐	☐
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	☐	☐
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	☐	☐
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	☐	☐
Has the firm or venture ever failed to complete any work awarded to it?	☐	☐

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SUBMITTING FIRM NAME:	

Instructions:

Please identify and report compliance history for least three (3) projects completed over the last three (3) years for which work is/was performed by your firm (government experience preferred but not required). The experience of any member of the Respondent's team will be deemed responsive to this requirement (lead partners experience preferred.) Additionally, please complete the "Demonstrate Commitment" section below.

DEMONSTRATE COMMITMENT

The PBC will be hosting outreach sessions, networking events, and community hiring intakes where the Respondent is expected to fully participate.

MBE/WBE

Respondent must demonstrate commitment by affirming and acknowledging the PBC's MBE/WBE goals. If Respondent is not able to commit to the MBE/WBE goal stated in the RFP, please submit a narrative requesting relief and explaining why Respondent believes that the goals cannot be achieved.

EEO, CRO, and CH

Respondent must demonstrate commitment by affirming and acknowledging the PBC's commitment to employ minority and women journeyworkers, apprentices, and laborers along with local/community residents on goals for each Project. If Respondent is not able to commit to EEO, CRO, and CH stated in the RFP, please submit a narrative requesting relief and explaining why Respondent believes that the goals cannot be achieved.

DEMONSTRATE COMMITMENT

PROJECT ONE	
Client Name:	
Client Contact:	
Client Contact Telephone:	
Project Name:	
Project Total:	
Year Completed:	

MBE/WBE PARTICIPATION

Respondent must provide evidence of past experience achieving commitments to utilize minority and women owned business enterprises. Please fill in the boxes below.

MBE Goal	WBE Goal	Actual MBE	Actual WBE
%	%	%	%

EEO, CRO, and CH PARTICIPATION

Respondent must provide evidence of past experience achieving commitments to utilize minority and women jouryneyworkers, apprentices, and laborers. Additionally, Respondent must provide history of meeting city of Chicago (CRO) requirements and community hiring (CH) requirements. Please fill in the boxes below.

Minority Workforce					
Minority Jouneryworker Goal	Minority Jouneryworker Actual	Minority Apprentice Goal	Minority Apprentice Actual	Minority Laborer Goal	Minority Laborer Actual
%	%	%	%	%	%

Female Workforce					
Female Jouneryworker Goal	Female Jouneryworker Actual	Female Apprentice Goal	Female Apprentice Actual	Female Laborer Goal	Female Laborer Actual
%	%	%	%	%	%

City of Chicago and Community Hiring Workforce			
City of Chicago Goal	City of Chicago Actual	Community Hiring Goal	Community Hiring Actual
%	%	%	%

PROJECT TWO	
Client Name:	
Client Contact:	
Client Contact Telephone:	
Project Name:	
Project Total:	
Year Completed:	

MBE/WBE PARTICIPATION

Respondent must provide evidence of past experience achieving commitments to utilize minority and women owned business enterprises. Please fill in the boxes below.

MBE Goal	WBE Goal	Actual MBE	Actual WBE
%	%	%	%

EEO, CRO, and CH PARTICIPATION

Respondent must provide evidence of past experience achieving commitments to utilize minority and women jouryneyworkers, apprentices, and laborers. Additionally, Respondent must provide history of meeting city of Chicago (CRO) requirements and community hiring (CH) requirements. Please fill in the boxes below.

Minority Workforce					
Minority Jouneryworker Goal	Minority Jouneryworker Actual	Minority Apprentice Goal	Minority Apprentice Actual	Minority Laborer Goal	Minority Laborer Actual
%	%	%	%	%	%

Female Workforce					
Female Jouneryworker Goal	Female Jouneryworker Actual	Female Apprentice Goal	Female Apprentice Actual	Female Laborer Goal	Female Laborer Actual
%	%	%	%	%	%

City of Chicago and Community Hiring Workforce			
City of Chicago Goal	City of Chicago Actual	Community Hiring Goal	Community Hiring Actual
%	%	%	%

PROJECT THREE	
Client Name:	
Client Contact:	
Client Contact Telephone:	
Project Name:	
Project Total:	
Year Completed:	

MBE/WBE PARTICIPATION

Respondent must provide evidence of past experience achieving commitments to utilize minority and women owned business enterprises. Please fill in the boxes below.

MBE Goal	WBE Goal	Actual MBE	Actual WBE
%	%	%	%

EEO, CRO, and CH PARTICIPATION

Respondent must provide evidence of past experience achieving commitments to utilize minority and women jouryneyworkers, apprentices, and laborers. Additionally, Respondent must provide history of meeting city of Chicago (CRO) requirements and community hiring (CH) requirements. Please fill in the boxes below.

Minority Workforce					
Minority Jouneryworker Goal	Minority Jouneryworker Actual	Minority Apprentice Goal	Minority Apprentice Actual	Minority Laborer Goal	Minority Laborer Actual
%	%	%	%	%	%

Female Workforce					
Female Jouneryworker Goal	Female Jouneryworker Actual	Female Apprentice Goal	Female Apprentice Actual	Female Laborer Goal	Female Laborer Actual
%	%	%	%	%	%

City of Chicago and Community Hiring Workforce			
City of Chicago Goal	City of Chicago Actual	Community Hiring Goal	Community Hiring Actual
%	%	%	%

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FORM F – SAFETY

I. SAFETY

Respondents should be able to demonstrate the quality of their overall safety program as evidenced by their history of citations, OSHA incident rate and Experience Modification Rate (EMR).

SAFETY INFORMATION	
Does your organization have a safety program?	☐ Yes ☐ No
Month and year first implemented:	
Method of review of program.	
Please indicate whether regular work site safety meetings are held and how frequently.	
PLEASE PROVIDE A COPY OF THE TABLE OF CONTENTS FROM YOUR FIRM'S SAFETY/LOSS CONTROL MANUAL	
Have any citations been issued to your organization during the period of the last three years for workplace safety law violation? *If yes, please provide detailed information for each occurrence regarding:*	☐ Yes ☐ No
1. The nature of the violation for which your organization was cited.	
2. Summary of your position of the matter	
3. Official resolution of violation	
Please provide your organization's OSHA reportable incident rate: *(If this is greater than 3.0, please attach your OSHA Form 300A Summaries for the last three years and a written explanation to the qualification questionnaire. Please attach Narrative Statement, if necessary.)*	
Please provide a copy of your organization's NCCI current experience modification rate factors ("EMRF") rating worksheet. *(If this is greater than 3.0, please attach your OSHA Form 300A Summaries for the last three years and a written explanation to the qualification questionnaire. Please attach Narrative Statement, if necessary.)*	

PLEASE PROVIDE NCCI RATING FOR THE PAST FOUR YEARS			
Year	NCCI Rating	Year	NCCI Rating

FORM G – REFERENCES

Instructions:
Firms must provide at least three (3) references for the projects presented as a part of the firm's demonstrated experience and capacity. Please indicate the name of the company for which each reference is tendered in the *Reference Firm Name* box. Firms may submit more than the minimum number of required references or submit Reference Letters in lieu of completing this form. However, if submitting Reference Letters, the minimum information requested below must be provided in the letter. Please mark '*See Attached Reference Letter*' in the space provided. Current Employees of the Public Building Commission of Chicago are prohibited from being included as valid references.

SUBMITTING FIRM NAME:	

REFERENCES			
PROJECT NAME:			
Reference Firm Name:		Phone:	
Reference Name:		Email Address:	
Reference Role on Project:		Mailing Address:	
Submitting Firm's Role on Project:		See Attached Reference Letter:	
PROJECT NAME:			
Reference Firm Name:		Phone:	
Reference Name:		Email Address:	
Reference Role on Project:		Mailing Address:	
Submitting Firm's Role on Project:		See Attached Reference Letter:	
PROJECT NAME:			
Reference Firm Name:		Phone:	
Reference Name:		Email Address:	
Reference Role on Project:		Mailing Address:	
Submitting Firm's Role on Project:		See Attached Reference Letter:	

FORM H – PROPOSAL ACKNOWLEDGMENT AND ACCEPTANCE

A. ACKNOWLEDGEMENT

The Contractor hereby acknowledges receipt of Request for Proposal for Construction Management at Risk Services for Various Chicago Public Schools (Package 1) Contract No. PS3021, including, but not limited to Addenda Nos. below (if any)

Addendum No.	Date of Addendum

B. PROPOSAL ACCEPTANCE

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

PUBLIC BUILDING COMMISSION OF CHICAGO

_____ _____
Lori Ann Lypson, Secretary Mayor Rahm Emmanuel, Chairman

CONTRACTING PARTY

_____ _____
Contractor Name Address

IF A CORPORATION:

Name: _____

Title: _____

Signature: _____

ATTEST BY: _____ _____
Secretary

IF A PARTNERSHIP:

Partner (Signature) _____
Address

Partner (Signature) _____
Address

Partner (Signature) _____
Address

IF A SOLE PROPRIETORSHIP:

_____ _____
Signature Address

FORM I – DISCLOSURE OF RETAINED PARTIES

Disclosure of Retained Parties

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

A. Definitions and Disclosure Requirements

1. As used herein, "Contractor" means a person or entity that has any contract or lease with the Public Building Commission of Chicago ("Commission").

2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about any lobbyists whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.

3. "Lobbyists" means any person a) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: _____

   a. Description of goods or services to be provided under Contract

   _____

   _____

2. Name of Contractor: _____

3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

   Check here if no such persons have been retained or are anticipated to be retained: _____

Retained Parties:

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

4. The Contractor understands and agrees as follows:

   a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction; terminate the Contractor's participation in the contract or other transactions with the Commission.

   b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission whether disclosure is required or make the disclosure.

   c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

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

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

_____ _____

Signature Date

_____ _____

Name (Type or Print) Title

Subscribed and sworn to before me
this _____ day of _____, 20_____ (SEAL)

_____

Notary Public

Commission expires:

FORM J – AFFIDAVIT OF NON-COLLUSION

Affidavit Of Non-collusion

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

_____, being first duly sworn, deposes and says that:

(1) He/She is

_____
(Owner, Partner, Officer, Representative or Agent) of

_____,
the Bidder that has submitted the attached Bid;

(2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(6) The Bidder is not barred from bidding as a result of having violated Illinois Criminal Code, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the Prevailing Wage Act, 30 ILCS 570/0.01 through 570/7.

_____
(Signed)

_____
(Title)
Subscribed and sworn to before me this _____ day of _____20 _____

_____

_____
(Title)
My Commission expires:

FORM K – JOINT VENTURE AFFIDAVIT

Joint Venture Affidavit (1 of 3)

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

A. Name of joint venture _____

B. Address of joint venture _____

_____

C. Phone number of joint venture _____

D. Identify the firms that comprise the joint venture

_____

_____

1. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)

   _____

   _____

   _____

2. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.

   _____

   _____

   _____

E. Nature of joint venture's business

_____

_____

F. Provide a copy of the joint venture agreement.

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

H. Specify as to:

1. Profit and loss sharing _____%

2. Capital contributions, including equipment _____%

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

   _____

   _____

SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

_____

_____

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

1. Financial decisions
   _____
2. Management decisions such as:
   a. Estimating
      _____
   b. Marketing and Sales
      _____
   c. Hiring and firing of management personnel
      _____
   d. Other
      _____
3. Purchasing of major items or supplies
   _____
4. Supervision of field operations
   _____
5. Supervision of office personnel
   _____
6. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.

_____

_____

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

_____

_____

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

_____

_____

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

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

EXHIBIT A - INSURANCE REQUIREMENTS

The insurance requirements listed below are the minimum requirements that will be required for work issued on contracts resulting from this RFP. The actual requirements for each project will likely be higher and will be determined based on the scope and the requirements of the User Agency. As noted in this RFP, Respondent is to submit a certificate of insurance evidencing their current insurance program.

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

A. INSURANCE TO BE PROVIDED

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

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

2. Commercial General Liability (Primary and Umbrella)

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

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

3. Automobile Liability (Primary and Umbrella)

   When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the City of Chicago, the User Agency and others as may be required by the Public Building Commission of Chicago, are to be named as Additional Insured on a primary, non-contributory basis.

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

4. Contractors Pollution Liability

   Contractors Pollution coverage is required with limits of not less than $1,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited 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.

5. Professional Liability

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

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

6. Builders Risk

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

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

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

7. Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that the General Contractor or subcontractors perform, Railroad Protective Liability insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity, and in no event less than $2,000,000 per occurrence and $6,000,000 aggregate, for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If no Railroad

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

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

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this

EXHIBIT A - INSURANCE REQUIREMENTS

Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Commission of any requirements for the Contractor to obtain and maintain the specified insurance. The Contractor will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this contract. Non-fulfillment of the insurance conditions may constitute a breach of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

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

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

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

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

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

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

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

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

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

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

Contractor must submit the following at the time of award:

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

The Public Building Commission maintains the rights to modify, delete, alter or change these requirements.

Performance and Payment Bond

BOND NO. SPECIMEN Contract No. SPECIMEN

KNOW ALL MEN BY THESE PRESENTS, that we _____*

_____

_____

_____

with offices in the _____ State of _____

as _____Corporate_____ Principal, and _____

_____

_____

a corporation organized and existing under the laws of the State of _____ , with offices in the State of Illinois as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of _____ Dollars ($_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated _____ ,20____, for the furnishing, fabrication, delivery and installation of the

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

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

Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

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

It is expressly understood and agreed that this Bond, in the penal sum of

_____

_____ dollars ($_____), shall secure the payment of all sums due and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

SPECIMEN

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.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

_____ BY _____(Seal)
Name Individual Principal

_____ _____(Seal)
Business Address Individual Principal

_____ _____
City State Partner

CORPORATE SEAL

ATTEST: _____
Corporate Principal

BY BY _____
_____

Secretary President
Title Title

SPECIMEN

_____
Business Address

_____
Corporate Surety

BY _____
_____

Title

_____
Business Address CORPORATE SEAL

The rate of premium of this Bond is $ _____ per thousand.**
Total amount of premium charged is $ _____**
_____

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

** Must be filled in by the Corporate Surety.

Bond Approval

BY

_____
{Insert Secretary Name}, Secretary
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, _____, certify that I am the _____
Secretary of the _____
corporation named as Principal in the within bond, that _____ who signed on behalf of the Principal was then _____ President of said corporation; that I know this person's signature, and the signature hereto is genuine; and that said Bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

Dated this _____ day of _____ 20____.

CORPORATE SEAL

SPECIMEN

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Prevailing Wage rates for Cook County Effective Sept. 1, 2017												
Trade Title	**Region**	**Type**	**Class**	**Base Wage**	**Fore-man Wage**	**M-F OT**	**OSA**	**OSH**	**H/W**	**Pension**	**Vacation**	**Training**
ASBESTOS ABT-GEN	All	ALL		$41.20	$42.20	1.5	1.5	2	$14.65	$12.32	$0.00	$0.50
ASBESTOS ABT-MEC	All	BLD		$37.46	$39.96	1.5	1.5	2	$11.62	$11.06	$0.00	$0.72
BOILERMAKER	All	BLD		$48.49	$52.86	2	2	2	$6.97	$19.61	$0.00	$0.90
BRICK MASON	All	BLD		$45.38	$49.92	1.5	1.5	2	$10.45	$16.68	$0.00	$0.90
CARPENTER	All	ALL		$46.35	$48.35	1.5	1.5	2	$11.79	$18.87	$0.00	$0.63
CEMENT MASON	All	ALL		$44.25	$46.25	2	1.5	2	$14.00	$17.16	$0.00	$0.92
CERAMIC TILE FNSHER	All	BLD		$37.81		1.5	1.5	2	$10.55	$10.12	$0.00	$0.65
COMM. ELECT.	All	BLD		$43.10	$45.90	1.5	1.5	2	$8.88	$13.22	$1.00	$0.85
ELECTRIC PWR EQMT OP	All	ALL		$50.50	$55.50	1.5	1.5	2	$11.69	$16.69	$0.00	$3.12
ELECTRIC PWR GRNDMAN	All	ALL		$39.39	$55.50	1.5	1.5	2	$9.12	$13.02	$0.00	$2.43
ELECTRIC PWR LINEMAN	All	ALL		$50.50	$55.50	1.5	1.5	2	$11.69	$16.69	$0.00	$3.12
ELECTRICIAN	All	All		$46.10	$49.10	1.5	1.5	2	$14.33	$15.52	$0.70	$1.00
ELEVATOR CONSTRUCTOR	All	BLD		$51.94	$58.43	2	2	2	$14.43	$14.96	$4.16	$0.90
FENCE ERECTOR	All	ALL		$39.58	$41.58	1.5	1.5	2	$13.40	$13.90	$0.00	$0.40
GLAZIER	All	BLD		$42.45	$43.95	1.5	1.5	2	$14.04	$20.14	$0.00	$0.94
HT/FROST INSULATOR	All	BLD		$50.50	$53.00	1.5	1.5	2	$12.12	$12.96	$0.00	$0.72
IRON WORKER	All	ALL		$47.33	$49.33	2	2	2	$14.15	$22.39	$0.00	$0.35
LABORER	All	ALL		$41.20	$41.95	1.5	1.5	2	$14.65	$12.32	$0.00	$0.50
LATHER	All	ALL		$46.35	$48.35	1.5	1.5	2	$11.79	$18.87	$0.00	$0.63
MACHINIST	All	BLD		$46.35	$48.85	1.5	1.5	2	$7.05	$8.95	$1.85	$1.32
MARBLE FINISHERS	All	ALL		$33.95	$33.95	1.5	1.5	2	$10.45	$15.52	$0.00	$0.47
MARBLE MASON	All	BLD		$44.63	$49.09	1.5	1.5	2	$10.45	$16.28	$0.00	$0.59
MATERIAL TESTER I	All	ALL		$31.20	$31.20	1.5	1.5	2	$14.65	$12.32	$0.00	$0.50
MATERIALS TESTER II	All	ALL		$36.20	$36.20	1.5	1.5	2	$14.65	$12.32	$0.00	$0.50
MILLWRIGHT	All	ALL		$46.35	$48.35	1.5	1.5	2	$11.79	$18.87	$0.00	$0.63

OPERATING ENGINEER	All	BLD	1	$50.10	$54.10	2	2	2	$18.80	$14.35	$2.00	$1.30
OPERATING ENGINEER	All	BLD	2	$48.80	$54.10	2	2	2	$18.80	$14.35	$2.00	$1.30
OPERATING ENGINEER	All	BLD	3	$46.25	$54.10	2	2	2	$18.80	$14.35	$2.00	$1.30
OPERATING ENGINEER	All	BLD	4	$44.50	$54.10	2	2	2	$18.80	$14.35	$2.00	$1.30
OPERATING ENGINEER	All	BLD	5	$53.85	$54.10	2	2	2	$18.80	$14.35	$2.00	$1.30
OPERATING ENGINEER	All	BLD	6	$51.10	$54.10	2	2	2	$18.80	$14.35	$2.00	$1.30
OPERATING ENGINEER	All	BLD	7	$53.10	$54.10	2	2	2	$18.80	$14.35	$2.00	$1.30
OPERATING ENGINEER	All	FLT	1	$55.90	$55.90	1.5	1.5	2	$18.05	$13.60	$1.90	$1.30
OPERATING ENGINEER	All	FLT	2	$54.40	$55.90	1.5	1.5	2	$18.05	$13.60	$1.90	$1.30
OPERATING ENGINEER	All	FLT	3	$48.40	$55.90	1.5	1.5	2	$18.05	$13.60	$1.90	$1.30
OPERATING ENGINEER	All	FLT	4	$40.25	$55.90	1.5	1.5	2	$18.05	$13.60	$1.90	$1.30
OPERATING ENGINEER	All	FLT	5	$57.40	$55.90	1.5	1.5	2	$18.05	$13.60	$1.90	$1.30
OPERATING ENGINEER	All	FLT	6	$38.00	$55.90	1.5	1.5	2	$18.05	$13.60	$1.90	$1.30
OPERATING ENGINEER	All	HWY	1	$48.30	$52.30	1.5	1.5	2	$18.80	$14.35	$2.00	$1.30
OPERATING ENGINEER	All	HWY	2	$47.75	$52.30	1.5	1.5	2	$18.80	$14.35	$2.00	$1.30
OPERATING ENGINEER	All	HWY	3	$45.70	$52.30	1.5	1.5	2	$18.80	$14.35	$2.00	$1.30
OPERATING ENGINEER	All	HWY	4	$44.30	$52.30	1.5	1.5	2	$18.80	$14.35	$2.00	$1.30
OPERATING ENGINEER	All	HWY	5	$43.10	$52.30	1.5	1.5	2	$18.80	$14.35	$2.00	$1.30
OPERATING ENGINEER	All	HWY	6	$51.30	$52.30	1.5	1.5	2	$18.80	$14.35	$2.00	$1.30
OPERATING ENGINEER	All	HWY	7	$49.30	$52.30	1.5	1.5	2	$18.80	$14.35	$2.00	$1.30
ORNAMNTL IRON WORKER	All	ALL		$46.75	$49.25	2	2	2	$13.90	$19.79	$0.00	$0.75
PAINTER	All	ALL		$45.55	$51.24	1.5	1.5	1.5	$11.56	$11.44	$0.00	$1.87
PAINTER SIGNS	All	BLD		$37.45	$42.05	1.5	1.5	2	$2.60	$3.18	$0.00	$0.00
PILEDRIVER	All	ALL		$46.35	$48.35	1.5	1.5	2	$11.79	$18.87	$0.00	$0.63
PIPEFITTER	All	BLD		$47.50	$50.50	1.5	1.5	2	$9.55	$17.85	$0.00	$2.07
PLASTERER	All	BLD		$42.75	$45.31	1.5	1.5	2	$14.00	$15.71	$0.00	$0.89
PLUMBER	All	BLD		$49.25	$52.20	1.5	1.5	2	$14.34	$13.35	$0.00	$1.28
ROOFER	All	BLD		$42.30	$45.30	1.5	1.5	2	$9.08	$12.14	$0.00	$0.58
SHEETMETAL WORKER	All	BLD		$43.50	$46.98	1.5	1.5	2	$11.03	$23.43	$0.00	$0.78
SIGN HANGER	All	BLD		$31.31	$33.81	1.5	1.5	2	$4.85	$3.28	$0.00	$0.00
SPRINKLER FITTER	All	BLD		$47.20	$49.20	1.5	1.5	2	$12.25	$11.55	$0.00	$0.55

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

Legend

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

OSA Overtime pay required for every hour worked on Saturdays

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

H/W Health/Welfare benefit

Explanations COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

CERAMIC TILE FINISHER

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

COMMUNICATIONS ELECTRICIAN

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

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

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

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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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

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

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

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

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

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

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

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

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

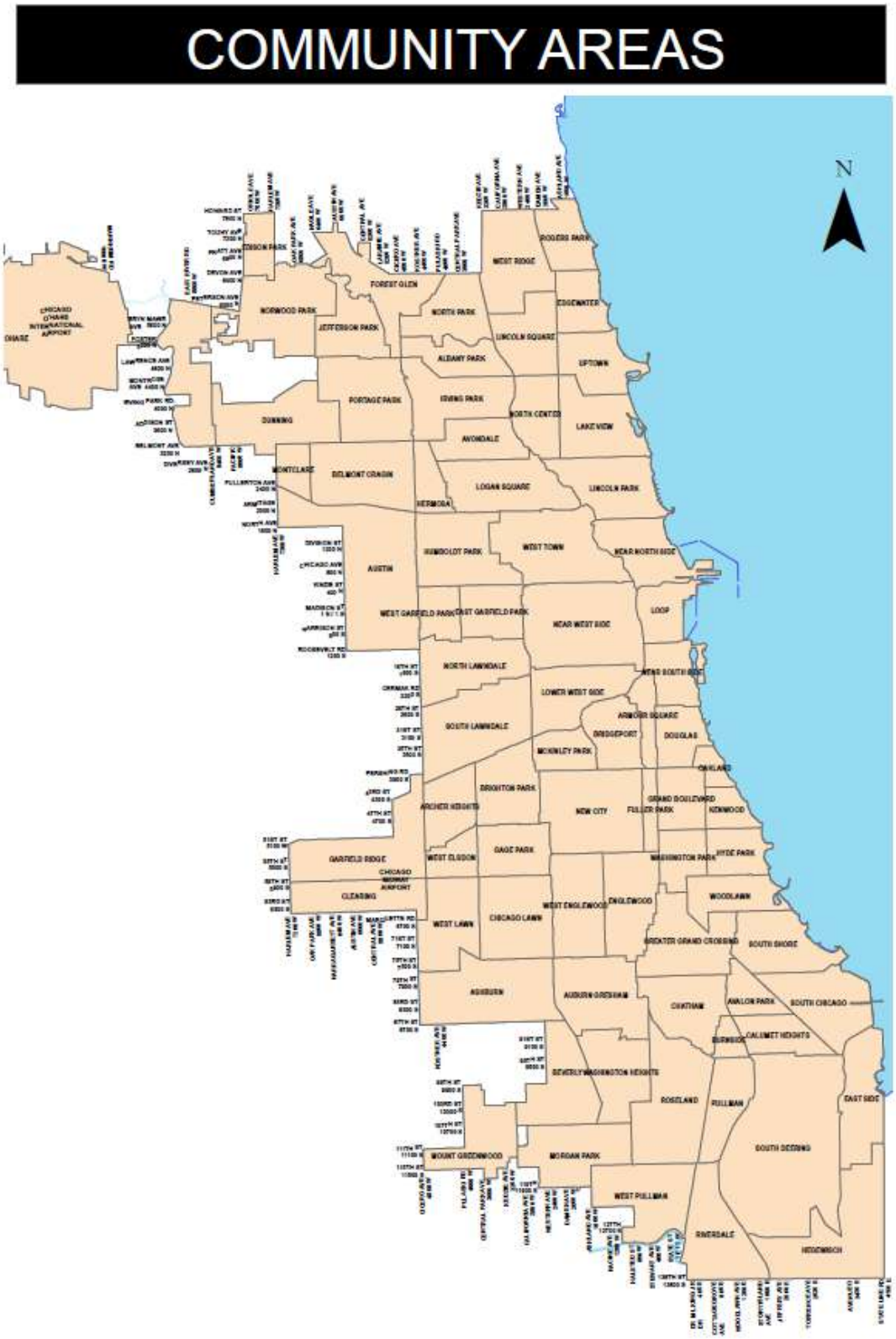
For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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


COMMUNITY AREAS
N
CHICAGO O'HARE INTERNATIONAL AIRPORT
NORWOOD PARK
JEFFERSON PARK
FOREST GLEN
NORTH PARK
ROGERS PARK
WEST RIDGE
EDGEWATER
LINCOLN SQUARE
ALBANY PARK
UPTOWN
PORTAGE PARK
IRVING PARK
NORTH CENTER
LAKE VIEW
DUNNING
AVONDALE
MONTCLARE
BELMONT CRAGIN
LOGAN SQUARE
LINCOLN PARK
HERMOSA
HUMBOLDT PARK
WEST TOWN
NEAR NORTH SIDE
AUSTIN
WEST GARFIELD PARK
EAST GARFIELD PARK
NEAR WEST SIDE
LOOP
NORTH LAWNDALE
LOWER WEST SIDE
SOUTH LAWNDALE
ARMOUR SQUARE
BRIDGEPORT
DOUGLAS
MCKINLEY PARK
OAKLAND
BRIGHTON PARK
ARCHER HEIGHTS
NEW CITY
FULLER PARK
GRAND BOULEVARD
KENWOOD
GAGE PARK
WEST ELSDON
GARFIELD RIDGE
WASHINGTON PARK
HYDE PARK
CHICAGO MIDWAY AIRPORT
CLEARING
WEST LAWN
CHICAGO LAWN
WEST ENGLEWOOD
ENGLEWOOD
WOODLAWN
GREATER GRAND CROSSING
SOUTH SHORE
ASHBURN
AUBURN GRESHAM
CHATHAM
AVALON PARK
SOUTH CHICAGO
BURNSIDE
CALUMET HEIGHTS
BEVERLY
WASHINGTON HEIGHTS
ROSELAND
PULLMAN
EAST SIDE
MOUNT GREENWOOD
MORGAN PARK
SOUTH DEERING
WEST PULLMAN
RIVERDALE
HEGEWISCH

PBC ASSIST AGENCIES

Assist agencies are chambers of commerce and not-for-profit agencies that represent the interests of small, minority- and/or women-owned businesses. For the most up-to-date contact information, visit pbcchicago.com/doing-business/assist-agencies/

African American Contractors Association *		
P.O. Box #19670 Chicago, IL 60619	Omar Shareef (312) 915-5960	aacanatlassoc@gmail.com aacanatl.org
Black Contractors United *		
12000 S Marshfield Ave Calumet Park, IL 60827	Carole Williams (708) 389-5730	bcunewera@att.net blackcontractorsunited.com
CANDO Corporation		
1633 S Michigan Ave Chicago, IL 60615	LaVerne Hall (312) 488-9338	LHall@candocorp.net
Chatham Business Association: Small Business Development, Inc.		
800 E 78th St Chicago, IL 60619	Melinda Kelly (773) 994-5006	melindakelly@cbaworks.org cbaworks.org
Chicago Urban League		
4510 S Michigan Ave Chicago, IL 60653	Jason Johnson (773) 451-3547	jjohnson@thechicagourbanleague.org thechicagourbanleague.org
Chicago Women in Trades *		
2444 W 16th St Chicago, IL 60608	Jayne Vellinga (312) 942-1444	jvellinga@cwit2.org chicagowomenintrades2.org
ConstructConnect		
ATTN: Adam Weiss 111 W Washington, #1700 Chicago, IL 60602	Cassidy Bailey (800) 364.2059 ext. 7204	cassidy.bailey@constructconnect.com ConstructConnect.com
Construction Business Development Center at Prairie State College		
202 S Halsted St Chicago Heights, IL 60411	Paul Murtagh (708) 709-3692	pmurtagh@prairiestate.edu prairiestate.edu
Federation of Women Contractors *		
4210 W Irving Park Rd Chicago, IL 60641	Beth Doria (312) 360-1122	fwcchicago@aol.com fwcchicago.com
Hispanic American Construction Industry Association		
650 W Lake St, #415 Chicago, IL 60661	Jorge Perez (312) 575-0389	jperez@haciaworks.org haciaworks.org
Illinois Black Chamber Of Commerce		
411 Hamilton Blvd, #1404 Peoria, IL 61602	Kenyatta Fisher (309) 740-4430	larryivory@illinoisblackchamber.org illinoisblackchamber.org
Latin American Chamber Of Commerce		
3512 W Fullerton Ave Chicago, IL 60647	D. Lorenzo Padron (773) 252-5211	d.lorenzopadron@laccusa.com laccusa.com
Rainbow/PUSH Coalition		
930 E 50th St Chicago, IL 60615	John Mitchell (773) 256-2766	jmitchell@rainbowpush.org rainbowpush.org
South Shore Chamber, Inc.		
1750 E 71st St Chicago, IL 60649	Tonya Trice (773) 955-9508	trice@southshorechamberinc.org southshorechamberinc.org
Women's Business Development Center		
8 S Michigan Ave, #400 Chicago, IL 60603	Frieda Curry (312) 853-3477	fcurry@wbdc.org wbdc.org
Women Construction Owners & Executives *		
308 Circle Ave Forest Park, IL 60130	Mary Kay Minaghan (708) 366-1250	mkm@mkmservices.com wcoeusa.org
U.S. Minority Contractors Association		
1250 Grove Ave, #200 Barrington, IL 60010	Larry Bullock (847) 852-5010	larry.bullock@usminoritycontractors.org usminoritycontractors.org

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** Firm only receives electronic notification of PBC IFB Documents*

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CHICAGO BOARD OF EDUCATION
MULTI-PROJECT LABOR AGREEMENT

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

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

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

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

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

; provided however, that said project contracts shall not be "split" so as to avoid the applicability of this Agreement.

2. All contractors working on projects subject to this Agreement shall be required to maximize the number of the apprentices working on the project.

3. The Board shall require that the Public Building Commission (PBC) comply with this Agreement on projects managed by the PBC that it performs on the Board's behalf.

4. With respect to a contractor or subcontractor who is the successful bidder, but is nota signatory to the applicable collective bargaining agreement, the collective bargaining agreement executed by said bidder shall be the relevant area agreement regulating the wages, hours and other terms and conditions of employment.

5. During the term of this Agreement, project contractors and/or subcontractors shall engage in no lockout at any of the project sites.

6. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives or employees, shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any project sites for any reason whatsoever, including, but not limited to, a dispute between the Board, or any contractor or subcontractor, and any union or any employee, or by and between any unions, or in sympathy with any union or employee or with any other individual or group, or in protest of any project of $25,000.00 or under.

7. Each union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that, in the event any such act takes place or is engaged in by any employee or group of employees, each union signatory further agrees that it will use its best efforts (including its full disciplinary power under its applicable Constitution and By-Laws) to cause an immediate cessation thereof.

8. Any contractor signatory hereto shall have the right to discharge or discipline any employee who violates the provision of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the grievance arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be subject to review and shall not be disturbed.

9. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.

10. This Agreement shall expire on June 30, 2025 unless either party gives written notice to the other no earlier than February 1, 2020 and no later than March 1, 2020 to terminate this Agreement effective June 30, 2020. If such notice to terminate is given or, if not, upon expiration on June 30, 2025, the Agreement shall extend until the completion of any work initiated pursuant to the Agreement prior to termination or expiration.

11.a.) In the event a dispute shall arise between any contractor or subcontractor of the project and any signatory labor organization and/or fringe benefit fund established under the appropriate collective bargaining agreement as to the obligation and/or payment of fringe benefits provided under the collective bargaining agreement, upon proper notice to the contractors and/or subcontractors by the appropriate labor organization or appropriate fringe benefit fund and to the Board, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the Board or its agents until such time as said claim is resolved.

b.) In the event any other contract dispute (excluding a dispute covered by paragraph 10 of this Agreement) shall arise between any contractor or subcontractor of the project and any signatory labor organization relating to a contract and/or project covered by the provisions of Paragraph 1 above and said dispute is resolved by the grievance arbitration procedure of the applicable collective bargaining agreement, any failure of a party to fully comply with such a final resolution shall result in the removal of the non-complying party from the Board project and property upon proper notice to the contractor and/or subcontractor.

12. In addition to the obligations set forth in this Agreement, in the event a jurisdictional dispute by and between any of the unions, such unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to the trade or work jurisdiction, all parties, including the employer (contractors or subcontractors), agree that a final and binding resolution of the dispute shall be achieved, as follows:

a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve this dispute. (In the event there is a dispute between affiliates of the same

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

b.) If no settlement is reached during the proceedings contemplated in Paragraph 10(a) above, the matter shall be immediately referred to the leadership of the Chicago & Cook County Building & Construction Trades Council, according to the historic practice, for a meeting between the parties. Any agreement reached at this step shall be final and binding upon all parties.

c.) If no settlement is reached subsequent to the actions contemplated in Paragraph 10(b) above, the matter shall be referred to the Joint Conference Board established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council for final and binding resolution of said dispute. A copy of the Standard Agreement is attached hereto and made a part hereof as Appendix "B".

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

13. This agreement shall be incorporated into and become part of the collective bargaining agreements between the Unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NTD Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Article V, VI, and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

14. The parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. These parties agree to utilize the services of the Center for

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

15. This Agreement constitutes the entire agreement between the parties hereto and may not be modified or changed except by the subsequent written agreement of the parties. Each party warrants and represents that they have the full legal authority and capacity to enter into this Agreement.

16.(a.) The parties agree that in the implementation and administration of this Agreement it is vitally necessary to maintain effective and immediate communication so as to minimize the potential for disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems which may arise during the term of this Agreement can be directed. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The Board hereby designates the Chief Executive Officer or his designee; the unions hereby designate the President of the Council or his designee.

b.) The Board and the Council shall establish a subcommittee composed of no more than six (6) people with an equal number of representatives chosen by each side to examine contracting situations. The subcommittee shall meet monthly or upon request and shall have access to and examine those contracts and subcontracts involving work within the trade jurisdiction of the union currently in progress or planned. The Council shall receive written notification of all invitations to bid or requests for proposal (RFP) at the same time as the invitation for bid or RFP is conveyed to potential contractors. Upon request, the Board or its contractor or construction manager will disclose to the union all information made available to the bidders or potential bidders to the public and to any potential contractor. In the event the Board or any contractor determines to utilize a procedure not involving a public solicitation (for example, in cases of emergency or pilot project), the Board shall notify the union(s) if known by the Board and the subcommittee.

17. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or

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

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

113369.10

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

CHICAGO BOARD OF EDUCATION

By: _____
David J. Vitale, President

Attest: _____
Estela G. Beltran, Secretary

Date: 3/6/15

Board Report#: 15-0128-EX5

_____
James Bebley, General Counsel

Labor Organization: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

By: _____
Its: _____

113369.10

2015 FEB 19 PM 2:45

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

CHICAGO BOARD OF EDUCATION

By: _____
David J. Vitale, President

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

Board Report#: 15-0128-EX5-1

_____
James Bebley, General Counsel

Labor Organization: Bricklayers

Address: 660 Industrial Dr

City, State, Zip Code: Elm Hurst IL 60126

Telephone Number: 630 941 2300

By: _____

Its: James Allen

113369.10

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

CHICAGO BOARD OF EDUCATION

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

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bebley, General Counsel

Labor Organization: Boilermakers Union Local No. One

Address: 2941 S. Archer Ave

City, State, Zip Code: Chicago IL 60608

Telephone Number: 773-247-5225

By: JOHN F. Riel / John L. Riel
Its: Business Manager / Secretary Treasurer

113369.10

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

CHICAGO BOARD OF EDUCATION

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

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bebley, General Counsel

Labor Organization: CARPENTERS COUNCIL

Address: 12 EAST ERIE ST. CHICAGO, IL.

City, State, Zip Code: 60611

Telephone Number: (312) 787-3076

By: Gary Dumis

Its: VICE PRESIDENT

113369.10

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

CHICAGO BOARD OF EDUCATION

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

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bebley, General Counsel

Labor Organization: Cement Masons Local 502

Address: 739 25th Ave

City, State, Zip Code: Bellwood IL 60104

Telephone Number: 708 544-9100

By: Peter A. Perez

Its: President

113369.10

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

CHICAGO BOARD OF EDUCATION

By: _____
David J. Vitale, President

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

Board Report#: 15-0128-EX5-1

_____
James Bebley, General Counsel

Labor Organization: IBEW, LOCAL 134

Address: 600 W WASHINGTON

City, State, Zip Code: CHICAGO IL 60661

Telephone Number: 312 454-1340

By: _____ DONALD FINN
Its: BUSINESS MANAGER/FINANCIAL SECY

113369.10

3-9-15

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

CHICAGO BOARD OF EDUCATION

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

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bobley, General Counsel

Labor Organization: INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS LOCAL NO. 2

Address: 5860 W. 111th St.

City, State, Zip Code: Chicago Ridge, IL 60415

Telephone Number: 708-907-7770

By:

Its: Business M&B / President

113369.10

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

CHICAGO BOARD OF EDUCATION

By: _____
David J. Vitale, President

Attest: _____ 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 Creek Dr Suite U

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

Telephone Number: 708 468 8000

By: Brian Glynn
Its: Business Manager

113369.10

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

CHICAGO BOARD OF EDUCATION

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

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bebley, General Counsel

Labor Organization: Laborers District Council of Chicago & Vicinity

Address: 999 McClintock Drive Suite 300

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

Telephone Number: 630.655.8289

By: James P. Lamar

Its: Business Manager

113369.10

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

CHICAGO BOARD OF EDUCATION

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

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bebley, General Counsel

Labor Organization: Laborers District Council of Chicago & Vicinity

Address: 999 McClintock Drive Suite 300

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

Telephone Number: 630. 655. 8289

By: James P. Lamarre
Its: Business Manager

113369.10

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

CHICAGO BOARD OF EDUCATION

By: _____
David J. Vitale, President

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

Board Report#: 15-0128-EXS-1

_____
James Bebley, General Counsel

Labor Organization: IRON WORKERS LOCAL #1

Address: 7720 INDUSTRIAL DR.

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

Telephone Number: 708.366.1188

By: _____

Its: PRESIDENT / BM

113369.10

Dated this 1 day of APRIL, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: _____
David J. Vitale, President

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

Board Report#: 15-0128-EX5-1

_____
James Bebley, General Counsel

Labor Organization: ARCHITECTURAL + ORNAMENTAL IW 63

Address: 2525 W. LEXINGTON ST.

City, State, Zip Code: BROADVIEW, IL

Telephone Number: 708-344-7727

By: _____

Its: BUSINESS MANAGER, FST

113369.10

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

CHICAGO BOARD OF EDUCATION

By: _____
David J. Vitale, President

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

Board Report#: 15-0128-EX5-1

_____
James Bebley, General Counsel

Labor Organization: MACH./ERS/MOVERS RIGGERS MACH./ERS & RECTORS

Address: 1820 BEACH ST

City, State, Zip Code: BROADVIEW, IL 60155

Telephone Number: 708-615-9300

By: _____

Its: BM-S-T

113369.10

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

CHICAGO BOARD OF EDUCATION

By: _____
David J. Vitale, President

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

Board Report#: 15-0128-EX5-1

_____
James Bebley, General Counsel

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

Address: 120 East Ogden Ave., Suite 18A

City, State, Zip Code: Hinsdale, IL 60521

Telephone Number: 630-655-1930

By: Karl D. Scupetti
Its: Business Representative

113369.10

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

CHICAGO BOARD OF EDUCATION

By: _____
David J. Vitale, President

Attest: _____
Estela G. Beltran, Secretary

Date: 3/6/15

Board Report#: 15-0128-EX5-1

_____
James Bebley, General Counsel

Labor Organization: Painters District Council #14

Address: 4850 W. Belmont

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-0046

By: _____

Its: _____

113369.10

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

CHICAGO BOARD OF EDUCATION

By: _____
David J. Vitale, President

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

Board Report#: 15-0128-EX5-1

_____
James Bebley, General Counsel

Labor Organization: PIPE FITTERS L.U. 597

Address: 45N OGDEN AVE

City, State, Zip Code: CHGO IL 60607

Telephone Number: 312-829-4191 x240

By: _____
Its: BUSINESS MANAGER

113369.10

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

CHICAGO BOARD OF EDUCATION

By: _____
David J. Vitale, President

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

Board Report#: 15-0128-EX5-1

_____
James Bebley, General Counsel

Labor Organization: Chicago Journeyman Plumbers Local 130 UA

Address: 1340 W. Washington Blvd.

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-1010

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

113369.10

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

CHICAGO BOARD OF EDUCATION

By: _____
David J. Vitale, President

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

Board Report#: 15-0128-EXS-1

_____
James Bebley, General Counsel

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

Address: 9838 W. Roosevelt Road

City, State, Zip Code: Westchester IL 60154

Telephone Number: 708-345-0970

By: _____
Its: President/Business Manager

113369.10

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

CHICAGO BOARD OF EDUCATION

By: _____
David J. Vitale, President

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

Board Report#: 15-0128-EX5-1

_____
James Bebley, General Counsel

Labor Organization: SHEET METAL WORKERS' LOCAL 73

Address: 4550 ROOSEVELT ROAD

City, State, Zip Code: HILLSIDE, IL 60162

Telephone Number: 708-449-0073

By: _____

Its: PRESIDENT AND BUSINESS MANAGER

113369.10

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

CHICAGO BOARD OF EDUCATION

By: _____
David J. Vitale, President

Attest: _____ 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

By: _____
Its: Business Manager

113369.10

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

CHICAGO BOARD OF EDUCATION

By: _____
David J. Vitale, President

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

Board Report#: 15-0128-EX5-1

_____
James Bebley, General Counsel

Labor Organization: Teamsters Local Union No. 731
Address: 1000 Burr Ridge Pkwy. Ste. 300
City, State, Zip Code: Burr Ridge, IL. 60527
Telephone Number: (630) 887-4100
By: _____
Its: President

113369.10

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

2. **Apprenticeship Goals and Supports for CPS Graduates.** Each Union will establish a goal that at least thirty percent (30%) of its apprenticeships, interns or other construction-related work opportunities annually will be composed of persons who graduated from the Chicago Public Schools ("CPS"). The Chicago and Cook County Building Trades Council ("CBTC") will regularly update its website (www.CBTC.org) with information regarding apprenticeship programs and links to the Unions' apprenticeship program websites. The Board shall inform its high school counselors and relevant teacher staff of the website and the resources available there.

3. **Joint Efforts to Improve CPS Graduate Success in Admissions to Apprenticeship Programs**. The Board and the Unions individually and through their umbrella organization (the Chicago and Cook County Building Trades Council) will collaborate to improve student, faculty (including high school counselors) and staff awareness of trade apprenticeship programs, their availability, their requirements and their processes and to develop programs that will increase the success of CPS graduates' who seek entry into Union apprenticeship programs. The support provided by the CBTC may be in one or more of the following forms as agreed to annually by the parties:

A. Designing and conducting informational meetings with CPS high school counselors and CPS faculty at CPS high schools or at designated central locations to provide information on trade apprenticeship curriculum development, apprenticeship programs, application processes, and requirements for successful candidates.

B. Providing information regarding apprenticeship application processes to student and faculty, including facsimiles of applications, and information regarding application requirements.

C. Hosting two construction teacher meetings per year for CPS teachers.

D. Reviewing curriculum and suggesting improvements.

E. Facilitating student field trips to Apprenticeship Training Facilities, provided the CPS will secure and pay for transportation costs and any CPS-required insurance for such field trips.

F. Facilitating the transmission of the following information to CPS from each Joint Apprenticeship Training Committee, including a yearly report on or about September 1st of each year or other reporting date that the parties may designate:

- Total number of apprenticeship applications received;
- Total number of CPS apprenticeship applications received;
- Total number of individuals accepted into the apprenticeship program;
- Total number of CPS graduates accepted over and under the age of 23 into the apprenticeship program;
- Total number of graduates of the apprenticeship program; and,
- Total number of CPS graduates of the apprenticeship program.

G. Facilitating speaking engagements by Union speakers at CPS schools to provide information about the trades they represent, the work they do and the value they contribute to the community; hosting field trips; working with Construction Industry Services Corporation (CISCO), Education to Careers Division, to educate students about opportunities in the trades; and, facilitating participation by the Apprenticeship Programs yearly in CISCO's Hands-On Fair for CPS.

H. Participating in student immersion programs, including workshops, for CTE and non-CTE students.

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

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

5. **Union Support for CPS Summer Seasonal Student Employment**. The Unions shall support the Board's summer employment initiative for CPS students in its summer season facilities maintenance program, in which CPS students will be employed to perform non-skilled maintenance that is not within the jurisdiction of any trade and will participate in educational seminars and demonstrations regarding the various aspects of facilities maintenance including those requiring skilled trades. The support shall include trade demonstrations, informational material regarding their respective trades, technical advice and other supports to the program. The Unions and the Board will agree on specific roles that the Unions will play during that program.

6. **Union Participation in the Industry Advisory Council**. The Unions will ensure that each trade who is a party to this Agreement provides a representative who participates on the Industry Advisory Council.

7. **Support for Board-Union-CBTC Collaborative Efforts on Apprenticeships and Program Support.** The Board shall engage an external project manager at a cost not to exceed one hundred thousand dollars ($100,000.00) annually for the first two years of this agreement for the purposes of providing support services to the Board and CBTC in attaining the goals of this agreement. No later than August 1 of each year of this Agreement, Board, CBTC and the project manager shall meet to plan a program of support for the upcoming school year and develop CPS student apprenticeship program strategies, including plans to identify, inform and counsel qualified CPS high school students (regardless of program of study) and their guidance counselors about apprenticeship programs and opportunities. The plan will include benchmarks by which success of the Board-CBTC collaboration and the project management is measured that year. The project manager shall work with Board and CBTC representatives to

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

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

CHICAGO BOARD OF EDUCATION

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

Date: 3/5/15

Board Report: 15-0128-EX5-2

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

James L. Bebley, General Counsel

Labor Organization: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

By: _____
Its: _____

CHICAGO BOARD OF EDUCATION

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

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

Date: 3/5/15

Board Report: 15-0128-EXS-2

James L. Bebley, General Counsel

Labor Organization: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

By: _____
Its: _____

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CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

James L. Bebley, General Counsel

Labor Organization: Blacksters

Address: 6660 Industrial Dr

City, State, Zip Code: Elm Hurst IL. 60126

Telephone Number: 630 941 2300

By:

Its: James Allen

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CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EXS-2

James L. Bebley, General Counsel

Labor Organization: Local 17 Heat + Frost Insulators
Address: 18520 Spring Creek Dr suite u
City, State, Zip Code: Tinley Park, IL 60477
Telephone Number: 708 468 8000
By: Brian Glynn
Its: Business Manager

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CHICAGO BOARD OF EDUCATION

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

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

Board Report 15-0128-EX5-2

James L. Bebley, General Counsel

Labor Organization: IRON WORKERS LOCAL #1

Address: 7720 INDUSTRIAL DR.

City, State, Zip Code: FOREST PARK IL 60130

Telephone Number: 708.366.6695

By: Craig Sutulov

Its: PRESIDENT / BM

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David J. Vitale, President

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

Board Report: 15-0128-EX5-2

James L. Bebley, General Counsel

Labor Organization: ARCHITECTURAL & ORNAMENTAL IW 63

Address: 2525 W. LEXINGTON ST

City, State, Zip Code: BROADVIEW, IL 60155

Telephone Number: 708-344-7727

By:

Its: BUSINESS MANAGER, FST

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CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

James L. Bebley, General Counsel

Labor Organization: MACHINERY MOVERS RIGGERS MACHINERY ERECTORS

Address: 1820 BEACH ST

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

Telephone Number: 708-615-9300

By: Robin Fulton

Its: BM FS-T

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David J. Vitale, President

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

Board Report: 15-0128-EX5-2

James L. Bobley, General Counsel

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

Address: 120 East Ogden Ave, Suite 18A

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

Telephone Number: 630-655-1930

By: Karl D. Sapotic.
Its: Business Representative

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CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

James L. Bebley, General Counsel

Labor Organization: Pipefitters L.U. 597

Address: 45 N Odgen Ave

City, State, Zip Code: Chgo IL 60607

Telephone Number: 312-829-4191 x 240

By: James Buchanan
Its: Business Manager

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CHICAGO BOARD OF EDUCATION

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

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

Board Report 15-0128-EX5-2

James L. Bebley, General Counsel

Labor Organization: LOCAL 134 IBEW

Address: 600 W WASHINGTON

City, State, Zip Code: CHICAGO IL 60661

Telephone Number: 312 454-1340

By: DONALD FINN

Its: BUSINESS MANAGER/FINANCIAL SECY.

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

CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

James L. Bebley, General Counsel

Labor Organization: Chicago Journeymen Plumbers Local 130 UA

Address: 1340 W. Washington Blvd.

City, State, Zip Code: Chicago, Illinois 60607

Telephone Number: (312) 421-1010

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

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CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

James L. Bebley, General Counsel

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

Address: 9838 W. Roosevelt Road

City, State, Zip Code: WestchesterIL 60154

Telephone Number: 708-345-0970

By: Dan Mengel
Its: President/Business Manager

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CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

James L. Bebley, General Counsel

Labor Organization: SHEET METAL WORKERS' LOCAL 73

Address: 4550 ROOSEVELT ROAD

City, State, Zip Code: HILLSIDE, IL 60162

Telephone Number: 708-449-0073

By:

Its: PRESIDENT AND BUSINESS MANAGER

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

CHICAGO BOARD OF EDUCATION

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

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

Board Report 15-0128-EX5-2

James L. Bebley, General Counsel

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

Address: 11900 S. Laramie Avenue

City, State, Zip Code: Alsip, IL 60803

Telephone Number: 708-597-1800

By:

Its: Business Manager

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CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

James L. Bebley, General Counsel

Labor Organization: Teamsters Local Union No. 731
Address: 1000 Burr Ridge IL. Ste. 300
City, State, Zip Code: Burr Ridge IL. 60527
Telephone Number: (630) 887-4100
By:
Its: President

Labor Organization: CEMENT MASONS UNION LOCAL 502

Address: 739 25th AVENUE

City, State, Zip Code: BELLWOOD IL 60104

Telephone Number: 7085449100

By: [signature]

Its: PRESIDENT

Labor Organization: Boilermakers Union Local No. One

Address: 2941 S. Archer Ave

City, State, Zip Code: Chicago IL 60608

Telephone Number: 773-247-5225

By: JOHN F. Riel

Its: Business Manager/Secretary Treasurer

Labor Organization: CARPENTERS COUNCIL

Address: 12 EAST ERIE ST.

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

Telephone Number: (312) 787-3076

By: Gary Perman

Its: VICE PRESIDENT

Labor Organization: Painters' District Council #14

Address: 1456 W. Adams

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-0046

By: [signature]

Its: _____

5

3-9-15

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS
LOCAL NO. 2
5860 W. 111th St.
Chicago Ridge, IL 60415

Labor Organization: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: 708-907-7220

By: _____

Its: Business MGR / President

Labor Organization: Laborers District Council of Chicago & Vicinity

Address: 999 McClintock Drive, Suite 300

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

Telephone Number: 630.655.8289

By: [signature]

Its: Business Manager

Labor Organization: Laborers District Council of Chicago + Vicinity

Address: 999 McClintock Drive, Suite 300

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

Telephone Number: 630.655.8289

By: [signature]

Its: Business Manager