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TO BE EXECUTED IN DUPLICATE

BOOK 1:

PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS

CONTRACT NO. C1586

**READ DUNNING SCHOOL – SITE PREPARATION
4071 NORTH OAK PARK AVENUE
CHICAGO, IL 60634
PROJECT #05165**

PUBLIC BUILDING COMMISSION OF CHICAGO



**Mayor Rahm Emanuel
Chairman**

**Carina E. Sánchez
Executive Director**

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

ISSUED FOR BID ON 9/27/2017

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

Date of Issue: September 27, 2017

PBC: Book 1_Instructions to Bidders_Read Dunning School - Site Preparation_C1586

Respondent:


K. R. Miller Contractors, Inc.

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I. INTRODUCTION

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

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

II. PROJECT INFORMATION

A. General Information

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

CONTRACT NO. C1586

**READ DUNNING SCHOOL – SITE PREPARATION
4071 NORTH OAK PARK AVENUE
CHICAGO, IL 60634
PROJECT #05165**

2. General Description of Scope of Work:


Site Preparation Work for the construction of a new school, approximately 135,000 gross square feet, comprised of a three-story Academic Wing and a one-story Athletic Wing connected by a link. The project site is located at 4071 N. Oak Park Avenue, Chicago, Illinois 60634. The Site Preparation Scope of Work includes erosion control measures, site clearing, tree removal, demolition of existing concrete slabs and utility tunnels, excavation and soil remediation, relocation of an existing 48" sewer line and mass grading for building foundations.

A Proposed Site Logistics Plan is included in the Contract Documents.

3. Construction Budget: \$4,100,000.00 (excluding Allowances and Commission's Contract Contingency Funds).
4. User Agency: Chicago Public Schools
5. Project is located in Ward: 38
6. For purposes of the community hiring requirement, "Project Community Residents" shall mean persons domiciled within the Project Community Areas as designated on "Exhibit# 3 Project Community Area Map."
7. Requests for Information: send to Public Building Commission of Chicago, Attn: Ms. Patricia Montenegro, Contract Officer by (email) patricia.montenegro@cityofchicago.org or (fax) 312-744-3572.
8. Contract Documents Available at: Springer Blueprint Service, Inc., 10640 South Western Avenue, Chicago, Illinois 60643. Contact name: David Drenner. Telephone number: 773-238-6340.

Documents available on Springer Blueprint Online Planroom at: <https://www.springerblueprint.com/>

9. **Pre-Bid Meeting Date, Time, and Location: Thursday, October 5, 2017 at 10:00 a.m.** in the PBC Board Room on the 2nd floor of the Richard J. Daley Center, 50 West Washington Street, in Chicago, Illinois 60602.



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10. **Mandatory Technical Review Meeting for Prequalified Bidders: Thursday, October 5, 2017 at 10:30 a.m.** in the PBC Board Room on the 2nd floor of the Richard J. Daley Center, 50 West Washington Street, in Chicago, Illinois 60602.
- a. Only Prequalified Bidders who attend the Mandatory Technical Review Meeting will be deemed eligible to bid. An authorized representative of each Prequalified Bidder must be present and must sign the Mandatory Technical Review Meeting attendance sheet no later than 15 minutes after the scheduled start of the meeting. Prequalified firms that do not sign-in on the Mandatory Technical Review attendance sign-in sheet 15 minutes after commencement of the meeting will be deemed ineligible to bid.
 - b. Subcontractors may attend these meetings.

11. **Non-Mandatory Site Visit Meeting: Friday, October 6 2017 at 11:00 a.m.** at 4071 North Oak Park Avenue, Chicago, IL 60634. Attendees are to meet at the west entrance to the site off of N. Oak Park Avenue near the intersection with W. Irving Park Road. Closed-toe shoes are required to walk the site.

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

12. Eligible, PBC Class A, B, and C Prequalified Bidders for the Read Dunning School – Site Preparation Project are listed below:

Class A

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

Class B

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

Class C

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

13. **Bid Due Date and Public Bid Opening Date, Time, and Location:** Bids Due: Bids are due **Thursday, October 26, 2017 at 11:00 a.m.** and a Public Bid Opening will be held immediately following receipt of bids in the PBC Board Room on the 2nd floor of the Richard J. Daley Center, 50 West Washington Street, in Chicago, Illinois 60602.

- 14. Amount of Bid Deposit: 5% amount of bid
- 15. Document Deposit: N/A
- 16. Cost for Additional Documents (per set): At the Contractor's own expense.
- 17. MBE/WBE Contract Goals: 16.44% MBE and 3.79% WBE
- 18. Source of Funding: Chicago Public Schools

19. **Pre-Award Meeting Date, Time, and Location:** A Pre-Award is tentatively scheduled for **Tuesday, October 31, 2017 at 8:30 a.m.** in Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602.

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

- a. Have, at minimum, the Project Executive, Project Manager (if known), and Cost Estimator in attendance at the meeting

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- b. Invite principals of all MBE/WBE Subcontractors listed on Schedule D and Critical Subcontractors List
 - c. Provide and be prepared to discuss the Schedule of Values for the project
 - d. Provide a list of Pre-Award meeting attendees in advance of the meeting
20. **Notice of Award** is anticipated to be issued on or before **November 15, 2017**. The successful General Contractor will be required to return a compliant Certificate of Insurance and Payment and Performance Bond within seven (7) days of the issuance of the Notice of Award.

Further, within two weeks of the issuance of the Notice of Award, the successful General Contractor shall be required to prepare and submit all Construction Submittal documentation, including but not limited to: the Excavation and Site Utilities Work.

B. Mandatory Project Specific Contractor Staffing Requirements

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

C. Scheduling Software Requirements

The PBC may require General Contractors to submit schedules electronically or utilize scheduling software for project management purposes.

D. Online Collaboration and Documentation Management System Requirements

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

E. Time of Completion

Substantial Completion must be achieved no later than April 13, 2018.

F. Commission's Contract Contingency

- 1. The Commission's Contract Contingency for this project is: \$125,000.00
- 2. The Commission has established a Contract Contingency for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contract Contingency sum shall be included as an allowance in the Base Bid. In the event that any or all of the Commission's Contract Contingency remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Commission's Contract Contingency shall remain with the PBC.

G. Copies of Drawings and Specifications Furnished

The Commission will make available one electronic set of Drawings and Specifications available to all eligible Contractors.

H. Liquidated Damages

- 1. The Contractor agrees that the Work must be executed regularly and diligently to ensure completion within the time specified in Paragraph C above. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time specified, or any proper extension granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of **\$1,500.00 per day** for each day the Milestones and/or Substantial Completion dates are not achieved, not as a penalty, but as liquidated damages for the breach of contract occurring each and every Day that the Contractor after the time stipulated in the Contract for completing the Work.
- 2. The Commission may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request.
- 3. Substantial Completion of the Work is defined in Book 2, Section 1.01.33.



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I. Prevailing Wage Rates

1. Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are attached to Book 1 as Exhibit 1. One resource for determining the current prevailing wage rate is the Internet site <https://www.illinois.gov/idoj> maintained by the State of Illinois Department of Labor.



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III. INSTRUCTIONS FOR BIDDERS

A. Examination of Documents By Bidder

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

The PBC requests that all questions related to this solicitation be submitted in writing via email to the attention of Patricia Montenegro at patricia.montenegro@cityofchicago.org no later than **Friday, October 13, 2017 at 4:30 p.m.**

B. Interpretations of Addenda

The Commission will not furnish oral interpretations of Contract Documents, before or subsequent to the award of a contract. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the PBC, Attn: Patricia Montenegro, Contract Officer, email; patricia.montenegro@cityofchicago.org or by fax 312-744-3572.

Every interpretation or revision will be in the form of an addendum to the Contract Documents and, when issued, will be on file in the office of the Commission. Although all addenda will be faxed, e-mailed, or mailed to each Bidder obtaining Contract Documents, it shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto. The Bidder's failure to acknowledge in writing any issued addenda on the Contractor's Bid page, Section IV. A. (Proposal and Execution Documents-Contractor's Bid), shall result in the Commission finding the bid non-responsive and rejecting the bid. The Commission shall not allow any Bidder to acknowledge any such addenda, in writing or orally, after Bidder has submitted its bid to the Commission.

C. Pre-Qualification of Bidders

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

D. Evidence of Continuing Qualifications of Bidder

1. The Commission reserves the right to refuse to award a Contract to any person, firm, or corporation that is in arrears or is in default to the Commission upon any debt or contract; or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform faithfully any previous contract with the Commission, or any of the User Agencies on whose behalf the PBC constructs public buildings.
2. The Bidder, if requested, must present within a reasonable time, as determined by the Commission, evidence satisfactory to the Commission of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.
3. The Bidder must provide the following item(s) with your Bid Submission:
 - a. Copy of current Contractor's General Contractor License.

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



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E. Preparation of Bid

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

F. Bid Deposit

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

G. Bidder's Execution of Bid

1. The Bidder must execute the Bid in two (2) original counterparts.
2. Bids must be submitted with original signatures in the space provided on the appropriate Part IV.G. "Acceptance of the Bid." Bids not properly signed shall be rejected.
3. If Bidder is a corporation, the President and Secretary must execute the bid. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of the Corporation's laws or other authorization by the Corporation that permits the person to execute the offer for said corporation.

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4. If Bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Commission must be submitted.
5. If Bidder is a sole proprietorship, the sole proprietor must execute the bid.
6. A "Partnership," "Joint Venture," or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (1992).

H. Affidavit of Non-Collusion

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

I. MBE and WBE Commitments

Each Bidder, which is a MBE/Non-MBE joint venture, shall submit with its Bid a completed **Schedule D-Affidavit of General Contractor** regarding MBE/WBE Participation and **Schedule B- Affidavit of Joint Venture** (if applicable) as found in Book 2 Section 23.05a (2, 3, 4) describing the extent to which Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms will participate in the Contract:

The apparent low bidder must provide complete **Schedule C- Letter of Intent from MBE/WBE to Perform as a Subcontractor, Subconsultant, or Material Supplier**, including current certification letter for each MBE and WBE firm included in its bid, within 5 Days of the date set for bid opening.

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

J. Local Business Subcontracting Participation and Community Hiring

In order to ensure that local businesses that provide subcontracting work to General Contractors on Commission projects and residents of the project communities are provided with the opportunity to benefit from Commission contracts, the Commission requires the following:

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



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K. Disclosure of Retained Parties

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

L. Submission of Bid

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

M. Withdrawal of Bids before Bid Opening

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

N. Opening of Bids

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

O. Evaluation of Bids

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

P. Basis of Award

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

Q. Performance and Payment Bond and Insurance

1. Each Bidder shall furnish proof of its ability to provide the bonds and insurance required by the Contract with its bid. With respect to the payment and performance bonds, a letter from the Bidder's surety affirming the surety's willingness to provide the Bidder's bonds is sufficient. With respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.
2. The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified in the attached Exhibit 2, insuring all operations related to the Contract. The insurance must remain in effect from the date of the Notice to Proceed until Substantial Completion of the project, during completion of Punch List, as well as any time the Contractor or its Subcontractors return to perform additional work regarding warranties or for any other purpose, unless otherwise noted in the Contract Documents.

3. Upon approval by the Commission to award, and within seven (7) days after being given notice, the successful Bidder must execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents, and evidence of the required insurance coverage.
4. The Performance and Payment Bond shall be in the form provided herein, in the full amount of the Contract Price and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.
5. The failure of the successful Bidder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within seven (7) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible bidder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Bidder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Commission for a refund. Because of the difficulty of ascertaining the damage caused to the Commission, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the Commission to grant an extension to the period allowed for the bidder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.

R. Protests

1. The bidder shall submit any protests or claims regarding this solicitation to the office of the Commission's Executive Director located at 50 W. Washington, Room 200, Chicago, Illinois 60602. A pre-bid protest must be filed no later than five calendar (5) days before the bid opening date, a pre-award protest must be filed no later than ten (10) days after the bid opening date, and a post-award protest must be filed no later than ten (10) days after the award of the Contract.

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

2. All protests or claims must set forth the name and address of the protester, the contract number, the grounds for the protest or claim, and the course of action that the protesting party desires that the Executive Director take.

S. Licensing

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

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

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

IV. PROPOSAL AND EXECUTION DOCUMENTS

A. CONTRACTOR'S BID

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. C1586, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), c), Technical Specifications (Book 3), d) Plans and Drawings, and e) Addenda Nos. (None unless indicated here)

ADDENDUM #1 (10-17-2017), #2 (10-24-2017)

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

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

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

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

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

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

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



K. R. Miller Contractors, Inc.

Respondent: 1624 Colonial Parkway

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B. BID FORM – BASE WORK ONLY

FIRM NAME: K.R. Miller Contractors, Inc.

LINE	ITEM	AMOUNT
1.	BASE WORK ONLY	1,984,700.00
2.	COMMISSION'S CONTRACT CONTINGENCY	\$ 125,000.00
3.	SITE WORK ALLOWANCE	\$ 750,000.00
4.	TOTAL BASE BID (1+2+3)	\$ 2,859,700.00
AWARD CRITERIA FIGURE (See Section V. Proposal Support Document, Part 1 of Award Criteria Figure)		\$ 2,756,750.80

SURETY: Please specify full legal name and address of Surety:
 Liberty Mutual Insurance Company
 2815 Forest Avenue - Suite 102, Hoffman Estates, IL 60192

Accepted



K. R. Miller Contractors, Inc.
 1624 Colonial Parkway
 Inverness, IL 60067-4732

C. BID FORM – BASE WORK + ALTERNATE #1

FIRM NAME: K.R. Miller Contractors, Inc.

LINE	ITEM	AMOUNT
1.	BASE WORK	\$ 1,184,700.00
2.	ALTERNATE #1 – Water Service Reconfiguration	\$ 131,000.00
3.	COMMISSION'S CONTRACT CONTINGENCY	125,000.00
4.	SITE WORK ALLOWANCE	750,000.00
5.	TOTAL BASE BID (1+2+3+4)	\$ 2,990,700.00
AWARD CRITERIA FIGURE (See Section V. Proposal Support Document, line 15 of Award Criteria Figure)		\$ 2,883,034.80

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

Liberty Mutual Insurance Company

2815 Forbes Avenue - Suite 102, Hoffman Estates, IL 60192



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

D. SITE WORK ALLOWANCE SCHEDULE – READ DUNNING SCHOOL – SITE PREPARATION

Item No.	Description of Work	Unit(s)	Unit Price
1	Loading, transportation and disposal of stockpiled contaminated soil, to an approved Subtitle D disposal site	Tons	\$40.00
2	Excavation, loading, transportation and disposal of contaminated soil, to an approved Subtitle D disposal site	Tons	\$48.00
3	Loading, transportation and disposal of stockpiled clean construction or demolition debris and uncontaminated soil	Tons	\$20.00
4	Excavation, loading, transportation and disposal of clean construction or demolition debris and uncontaminated soil	Tons	\$25.00
5	Load, place and compact on-site fill material from stockpile	Cubic Yards	\$7.00
6	Excavate, load, place and compact on-site fill material	Cubic Yards	\$11.00
7	Demolition, removal, loading, transportation and disposal of underground concrete footings and remnants. Work includes crushing, as required.	Cubic Yards	\$70.00
8	UST Removal (Tank < 2000 gal capacity)	Each	\$4,500.00
9	UST Removal (Tank 3,000-5,500 gal capacity)	Each	\$5,000.00
10	UST Removal (Tank 6,000-10,000 gal capacity)	Each	\$8,000.00
11	UST Removal (Tank > 10,000-15,000 gal capacity)	Each	\$9,000.00
12	UST Removal (Tank > 15,000 gal capacity)	Each	\$12,000.00
13	UST tank sludge removal and disposal (55-gallon drum)	Drums	\$450.00
14	Bulk UST pump out (Liquids), including transportation	Gallons	\$0.60
15	Waste characterization sample analysis for disposal authorization for soils removed under Allowance Schedule	Sample	\$1,500.00
16	Water analysis for full MWRDGC contaminants List	Each	\$750.00
17	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid	Each	\$2,000.00
18	Contaminated water-hauling and disposal of drums	Drums	\$200.00
19	Pumping, transportation and disposal of contaminated water - bulk disposal	Gallons	\$0.60
20	Pumping, storage and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	\$0.10
21	Furnish, place and set base material CA-1 Stone (RECYCLED)	Ton	\$16.00
22	Furnish, place and set base material CA-1 Stone (VIRGIN)	Ton	\$20.00
23	Load on-site base materials, place and set CA-1 Stone	Cubic Yards	\$8.00



K. R. Miller Contractors, Inc.
 1624 Colonial Parkway
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Item No.	Description of Work	Unit(s)	Unit Price
24	Furnish, place and compact aggregate material CA-6 (RECYCLED)	Ton	\$20.00
25	Furnish, place and compact aggregate material CA-6 (VIRGIN)	Ton	\$22.00
26	Excavate, place and compact on-site aggregate material CA-6	Cubic Yards	\$8.00
27	Furnish, place and set drainage material CA-7 (RECYCLED)	Tons	\$18.00
28	Furnish, place and set drainage material CA-7 (VIRGIN)	Tons	\$20.00
29	Excavate, place and set on-site drainage material CA-7	Cubic Yards	\$8.00
30	Furnish and place geotextile filter fabric	Square Yard	\$7.00
31	Site Survey - Survey crew for verification of excavation and backfill quantities	Each	\$2,000.00
32	Street restoration per CDOT - 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards	Square Yard	\$185.00
33	Street restoration per CDOT - 9-inch PCC Base Course, 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards.	Square Yard	\$250.00
34	Remobilization due to archaeological findings – refer to Section 02 87 13.13 Archaeological Protocols	Per Hour	\$400.00
35	Loading and transportation of stockpiled salt	Tons	\$40.00
36	Loading, transportation and disposal of stockpiled salt, to an approved Subtitle D disposal site	Tons	\$70.00

NOTES:

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

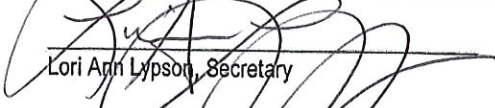


K. R. Miller Contractors, Inc.
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E. ACCEPTANCE OF THE BID

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

PUBLIC BUILDING COMMISSION OF CHICAGO


Lori Ann Lypson, Secretary



Mayor Rahm Emanuel, Chairman

CONTRACTING PARTY

K.R. Miller Contractors, Inc.
Contractor Name


1624 Colonial Parkway - Inverness, IL 60067
Address

IF A CORPORATION:

Name: Keith R. Miller

Title: President

Signature: 

ATTEST BY:  Susan Miller, Secretary
Secretary

IF A PARTNERSHIP:

Partner (Signature) _____
Address _____

Partner (Signature) _____
Address _____

Partner (Signature) _____
Address _____

IF A SOLE PROPRIETORSHIP:

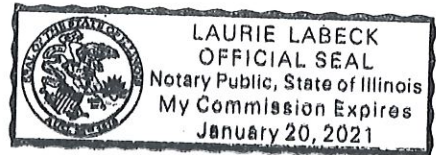
Signature _____ Address _____

NOTARY PUBLIC

County of Cook State of Illinois

Subscribed and sworn to before me on this 26th day of October, 2017.

 (SEAL)
Notary Public Signature



Commission Expires: 1/20/2021

APPROVED AS TO FORM AND LEGALITY

 Date: 1-16-2018
Neal & Leroy, LLC



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
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Canvassing Formula

Line 1.	Base Bid, in figures	Base Bid \$ 2,859,700.00
Line 2.	Percentage of the total Journeyworker hours that the Contractor proposes to be worked by <u>minority Journeyworkers</u> during construction of the Project. (Maximum figure .70)	0.2
Line 3.	Multiply Line 2 by Line 1 by 0.04	\$ 22,877.60
Line 4.	Percentage of the total Apprentice hours that the Contractor proposes to be worked by <u>minority Apprentices</u> during construction of the Project. (Maximum figure .70)	0.7
Line 5.	Multiply Line 4 by Line 1 by 0.03	\$ 60,053.70
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by <u>minority Laborers</u> during construction of the Project. (Maximum figure .70)	0.7
Line 7.	Multiply Line 6 by Line 1 by 0.01	\$ 20,017.90
Line 8.	Percentage of the total Journeyworker hours that the Contractor proposes to be worked by <u>female Journeyworkers</u> during construction of the Project. (Maximum figure .15)	0
Line 9.	Multiply Line 8 by Line 1 by 0.04	\$ -
Line 10.	Percentage of the total Apprentice hours that the Contractor proposes to be worked by <u>female Apprentices</u> during construction of the Project. (Maximum figure .15)	0
Line 11.	Multiply Line 10 by Line 1 by 0.03	\$ -
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by <u>female Laborers</u> during construction of the Project. (Maximum figure .15)	0
Line 13.	Multiply Line 12 by Line 1 by 0.01	\$ -
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	\$ 102,949.20
Line 15.	Subtract Line 14 from Line 1 = Aware Criteria Figure	\$ 2,756,750.80

Canvassing Formula

Line 1.	Base Bid, in figures	Base Bid + Alt 1 \$ 2,990,700.00
Line 2.	Percentage of the total Journeyworker hours that the Contractor proposes to be worked by <u>minority Journeyworkers</u> during construction of the Project. (Maximum figure .70)	0.2
Line 3.	Multiply Line 2 by Line 1 by 0.04	\$ 23,925.60
Line 4.	Percentage of the total Apprentice hours that the Contractor proposes to be worked by <u>minority Apprentices</u> during construction of the Project. (Maximum figure .70)	0.7
Line 5.	Multiply Line 4 by Line 1 by 0.03	\$ 62,804.70
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by <u>minority Laborers</u> during construction of the Project. (Maximum figure .70)	0.7
Line 7.	Multiply Line 6 by Line 1 by 0.01	\$ 20,934.90
Line 8.	Percentage of the total Journeyworker hours that the Contractor proposes to be worked by <u>female Journeyworkers</u> during construction of the Project. (Maximum figure .15)	0
Line 9.	Multiply Line 8 by Line 1 by 0.04	\$ -
Line 10.	Percentage of the total Apprentice hours that the Contractor proposes to be worked by <u>female Apprentices</u> during construction of the Project. (Maximum figure .15)	0
Line 11.	Multiply Line 10 by Line 1 by 0.03	\$ -
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by <u>female Laborers</u> during construction of the Project. (Maximum figure .15)	0
Line 13.	Multiply Line 12 by Line 1 by 0.04	\$ -
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	\$ 107,665.20
Line 15.	Subtract Line 14 from Line 1 = Aware Criteria Figure	\$ 2,883,034.80

F. ALTERNATES

ACCEPTED BY THE COMMISSION		ALTERNATE DESCRIPTION	PROPOSED ALTERNATE PRICE
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Alternate #1: Water Service Reconfiguration Reconfigure existing water line serving Chicago Read Mental Hospital per DWM requirements. Provide a new water tap on N. Oak Park Ave for CRMHC.	\$ 131,000

V. PROPOSAL SUPPORT DOCUMENTS

A. Basis of Award (Award Criteria Figure)

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

1. Instructions

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

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

SEE ATTACHED

2. Award Criteria Figure Formula

- Line 1. TOTAL BASE BID (Refer to Line 4 or 5, if alternates, of BID FORM), in figures _____
- Line 2. Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journey workers during construction of the project. (Maximum figure 0.70) _____
- Line 3. Multiply Line 2 by Line 1 by 0.04 _____
- Line 4. Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.70) _____
- Line 5. Multiply Line 4 by Line 1 by 0.03 _____
- Line 6. Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.70) _____
- Line 7. Multiply Line 6 by Line 1 by 0.01 _____



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

3. Community Hiring Bonuses

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

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

Definitions

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

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

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

4. Liquidated Damages

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

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



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

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

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

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

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

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

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

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

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

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

5. Reporting

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

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



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

6. Major Trades

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

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

7. Trade Participation - For Information Only

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

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

TRADE PARTICIPATION	PERCENT OF MINORITY
<u>CARPENTERS</u>	<u>50%</u>
<u>OPERATING ENG</u>	<u>0</u>
<u>TRUCK DRIVERS</u>	<u>75%</u>
<u>ELECTRICIANS</u>	<u>0</u>
<u>ORNAMENTAL IRON</u>	<u>50%</u>

8. Identification of Critical Subcontractors Required at Time of Bid

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

<p>Excavation Subcontractor</p> <p>Firm Name: <u>JOHN KEND + CO.</u></p>
<p>Site Utilities Subcontractor</p> <p>Firm Name: <u>ABITUA SEWER, WATER, PLUMBING</u></p>

Further, within two weeks of the issuance of the Notice of Award, the successful General Contractor shall be required to prepare and submit all Construction Submittal documentation, including but not limited to: the Excavation and Site Utilities Work.



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VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Non-collusion

STATE OF ILLINOIS }
COUNTY OF COOK } SS

Keith R. Miller, being first duly sworn, deposes and says that:

- (1) He/She is President
(Owner, Partner, Officer, Representative or Agent) of
K.R. Miller Contractors, Inc.
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.

[Handwritten Signature]

(Signed)

Keith R. Miller, President

(Title)
Subscribed and sworn to before me this 26th day of October 20 17

[Handwritten Signature]

Office Manager

(Title)
My Commission expires: 1/20/2021



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

SCHEDULE B - Joint Venture Affidavit (1 of 3)

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

A. Name of joint venture _____

B. Address of joint venture _____

C. Phone number of joint venture _____

D. Identify the firms that comprise the joint venture

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

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

E. Nature of joint venture's business

F. Provide a copy of the joint venture agreement.

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

H. Specify as to:

1. Profit and loss sharing _____%

2. Capital contributions, including equipment _____%

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



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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.



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

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

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

to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state
that he or she was properly authorized by
(Name of Joint Venture)

to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state
that he or she was properly authorized by
(Name of Joint Venture)

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

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

Notary Public

Notary Public

Commission expires:
(SEAL)

Commission expires:
(SEAL)



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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

Name of Project: Read Dunning School - Site Preparation

STATE OF ILLINOIS }
 COUNTY OF COOK } SS

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

President
 Title and duly authorized representative of

K.R. Miller Contractors, Inc
 Name of General Contractor whose address is

1624 Colonial Parkway

in the City of Inverness, State of Illinois

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
<u>Fence Connection</u>	<u>Fencing</u>	\$ <u>124,700</u>	\$
<u>Keyboard Enterprises</u>	<u>Supervision/Demo/Concrete</u>	\$ <u>100,000</u>	\$
<u>Abitua Plumbing</u>	<u>Sewer</u>	\$ <u>255,713</u>	\$
<u>Keno/Doetsh</u>	<u>Trucking</u>	\$	\$ <u>33,500</u>
<u>Keno/E. King</u>	<u>Furnish Stone</u>	\$	\$ <u>75,000</u>
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$ <u>480,413</u>	\$ <u>108,500</u>
Percent of Total Base Bid		<u>16.8</u> %	<u>3.80</u> %

The General Contractor may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

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

Name of Project: READ DUNNING - SITE PREPARATION

Project Number: 05165

FROM:
FENCE CONNECTION, INC. MBE WBE
(Name of MBE or WBE)

TO:
K.R. MILLER CONTRACTORS, INC. and Public Building Commission of Chicago
(Name of Bidder)

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

- a Sole Proprietor a Corporation
 a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated FEBRUARY 27, 2017. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

- * CHAIN LINK FENCE, 8-FOOT, 2" LINE POSTS, 9-gauge mesh w/ WINDSCREEN
↳ QUANTITY = 4,200 FEET
- * GATE, 8-FOOT HEIGHT, 30-FOOT WIDTH
↳ QUANTITY = 1 EACH

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

- * CHAIN LINK FENCE, 8-FOOT, 2" LINE POSTS, 9-gauge mesh w/ WINDSCREEN
↳ UNIT COST = \$28.50/FOOT
- * GATE, 8-FOOT HEIGHT, 30-FOOT WIDTH
↳ UNIT COST = \$5,000/EACH

TOTAL CONTRACT VALUE =
\$124,700

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS*

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

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

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

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

BY:

FENCE CONNECTION, INC.

Name of MBE/WBE Firm (Print)

11-30-17

Date

(847) 915-5958

Phone



Signature

BRAD S. BAHN

Name (Print)

IF APPLICABLE:

BY:

 Joint Venture Partner (Print)

 Signature

 Date

 Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

 Phone



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

FEB 27 2017
Juan Escobar
Fence Connection, Inc.
970 Villa Street
Elgin, IL 60120

Dear Juan Escobar:

We are pleased to inform you that **Fence Connection, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **2/15/2022**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **2/15/2018, 2/15/2019, 2/15/2020, and 2/15/2021**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **2/15/2022**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **12/15/2021**.

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

A handwritten signature in black ink, appearing to be "Juan Escobar", located in the bottom right corner of the page.

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

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

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

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

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

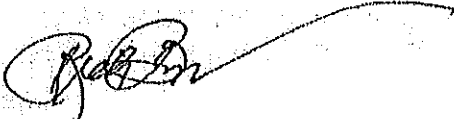
NAICS Code(s):

- 238990 - Fence installation (except electronic containment fencing for pets)**
- 238990 - Fencing contractors (except electronic containment fencing for pets)**

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

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

Sincerely,



Rich Butler
First Deputy Procurement Officer
RB/sg



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

Name of Project: Reed Dunning Site Prep.

Project Number: _____

FROM: KEYBOARD Enterprises
Development, Inc. MBE WBE _____
(Name of MBE or WBE)

TO:
K.R. Miller Contractors, Inc. and Public Building Commission of Chicago
(Name of Bidder)

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

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

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

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

Demolition, concrete and site supervision

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

\$100,000.⁰⁰

One Hundred Thousand Dollars and 00/100

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS*

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

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

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

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

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

BY: Keyboard Enterprises
Development, Inc.

Name of MBE/WBE Firm (Print)

11/7/17

Date

773-924-2850

Phone

W Fezell

Signature

Wydell Fezell

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

MBE ___ WBE ___ Non-MBE/WBE ___



DEPARTMENT OF PROCUREMENT SERVICES

MAY 18 2017

CITY OF CHICAGO

Wydell Feazell, Sr.
Keyboard Enterprises Development, Inc.
3849 South Michigan Ave., Lower Level
Chicago, IL 60653

Dear Wydell Feazell:

We are pleased to inform you that **Keyboard Enterprises Development, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **4/15/2022**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **Annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **05/15/2018, 05/15/2019, 05/15/2020 and 05/15/2021**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **05/15/2022**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **03/15/2022**.

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

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

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

Handwritten initials and a signature, possibly "AS", in the bottom right corner.

MAY 18 2017

Keyboard Enterprises Development, Inc.

Page 2 of 2

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

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

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

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

NAICS Code(s):

- 236220 – Commercial and Institutional Building Construction
- 238910 – Site Preparation Contractors
- 238350 – Finish Carpentry Contractors
- 238130 – Specialty Trade Contractor (Framing Contractor)
- 238990 – Building and Property Specialty Trade Service

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

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

Sincerely,


Rich Butler
First Deputy Procurement Officer

RB/kr



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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS*

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

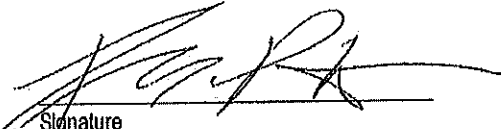
*If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be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

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

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

BY:

Abitua Sewer, Water & Plumbing, Inc.
 Name of MBE/WBE Firm (Print)
10/25/17
 Date
847-741-7777
 Phone


 Signature
Frank Abilua
 Name (Print)

IF APPLICABLE:
 BY:

 Joint Venture Partner (Print)

 Date

 Phone

 Signature

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



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

JAN 27 2016

Frank Abitua
Abitua Sewer, Water & Plumbing Inc.
877 Church Road
Elgin, IL 60123

Dear Frank Abitua:

We are pleased to inform you that Abitua Sewer, Water & Plumbing Inc. has been recertified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This MBE certification is valid until **12/31/2018**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **12/31/2016**, and **12/31/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **12/31/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **10/31/2018**.

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

AC

JAN 07 2016

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

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

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

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

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

NAICS Code(s):


- 237110 - Construction management, water and sewage treatment plant
- 237110 - Distribution line, sewer and water, construction
- 237110 - Fire hydrant installation
- 237110 - Hydrant and flushing hydrant installation
- 237110 - Sanitary sewer construction
- 237110 - Sewer construction
- 237110 - Sewer main, pipe and connection, construction
- 237110 - Storm sewer construction
- 237110 - Utility line (i.e., sewer, water), construction
- 237110 - Water main and line construction
- 237110 - Water pumping or lift station construction
- 238220 - Bathroom plumbing fixture and sanitary ware installation
- 238220 - Boiler, heating, installation
- 238220 - Chilled water system installation
- 238220 - Drain, waste and vent system installation
- 238220 - Drinking fountain installation
- 238220 - Gas fitting contractor
- 238220 - Gas line installation, individual hookup, contractors)
- 238220 - Hot water heating system installation
- 238220 - Hot water tank installation
- 238220 - Household oil storage tank installation
- 238220 - Hydronic heating system installation

- 238220 - Industrial process piping installation
- 238220 - Kitchen sink and hardware installation
- 238220 - Mechanical contractors
- 238220 - Natural gas piping installation
- 238220 - Pipe fitting contractors
- 238220 - Plumbers
- 238220 - Plumbing and heating contractors
- 238220 - Plumbing contractors
- 238220 - Plumbing fixture installation
- 238220 - Process piping installation
- 238220 - Pumping system, water, installation
- 238220 - Radiant floor heating equipment installation
- 238220 - Sanitary ware installation
- 238220 - Sewer hook-up and connection, building
- 238220 - Snow melting system (e.g., hot water, glycol) installation
- 238220 - Solar heating equipment installation
- 238220 - Steam fitting contractors
- 238220 - Sump pump installation
- 238220 - Water heater installation
- 238220 - Water meter installation
- 327320 - Concrete batch plants (including temporary)

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

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

Sincerely,



Rich Butler
First Deputy Procurement Officer

RB/sl

NAICS 237110	Fire hydrant installation
NAICS 237110	Hydrant and flushing hydrant installation
NAICS 237110	Sanitary sewer construction
NAICS 237110	Sewer construction
NAICS 237110	Sewer main, pipe and connection, construction
NAICS 237110	Storm sewer construction
NAICS 237110	Utility line (i.e., sewer, water), construction
NAICS 237110	Water main and line construction
NAICS 237110	Water pumping or lift station construction
NAICS 238220	Bathroom plumbing fixture and sanitary ware installation
NAICS 238220	Boiler, heating, installation
NAICS 238220	Chilled water system installation
NAICS 238220	Drain, waste and vent system installation
NAICS 238220	Drinking fountain installation
NAICS 238220	Gas fitting contractor
NAICS 238220	Gas line installation, individual hookup, contractors
NAICS 238220	Hot water heating system installation
NAICS 238220	Hot water tank installation
NAICS 238220	Household oil storage tank installation
NAICS 238220	Hydronic heating system installation
NAICS 238220	Industrial process piping installation
NAICS 238220	Kitchen sink and hardware installation
NAICS 238220	Mechanical contractors
NAICS 238220	Natural gas piping installation
NAICS 238220	Pipe fitting contractors
NAICS 238220	Plumbers
NAICS 238220	Plumbing and heating contractors
NAICS 238220	Plumbing contractors
NAICS 238220	Plumbing fixture installation
NAICS 238220	Process piping installation
NAICS 238220	Pumping system, water, installation
NAICS 238220	Radiant floor heating equipment installation
NAICS 238220	Sanitary ware installation
NAICS 238220	Sewer hook-up and connection, building
NAICS 238220	Snow melting system (e.g., hot water, glycol) installation
NAICS 238220	Solar heating equipment installation
NAICS 238220	Steam fitting contractors
NAICS 238220	Sump pump installation
NAICS 238220	Water heater installation
NAICS 238220	Water meter installation

Additional Information

Customer Support

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[Print This Page](#)

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

Name of Project: _____

Project Number: 05165

FROM:

Doetoch Contractors, Inc. MBE _____ WBE
(Name of MBE or WBE)

TO:

John Keno + Company and Public Building Commission of Chicago
(Name of Bidder)

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

_____ a Sole Proprietor

a Corporation

_____ a Partnership

_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 7/28/17. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Trucking Services

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

\$33,500

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS*

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

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

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

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

BY:

Doetsun Contractors Inc
 Name of MBE/WBE Firm (Print)
11/8/17
 Date
847 537 2280
 Phone

Isabelle Harlow
 Signature
Isabelle Harlow
 Name (Print)

IF APPLICABLE:
 BY:

 Joint Venture Partner (Print)

 Date

 Phone

 Signature

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



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JUL 28 2017

Isabelle Harlow
Doetsch Contractors, Inc.
3501 16th Street
Zion, IL 60099

Dear Isabelle Harlow:

We are pleased to inform you that **Doetsch Contractors, Inc.** has been certified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **7/15/2022**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **7/15/2018, 7/15/2019, 7/15/2020, and 7/15/2021**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **7/15/2022**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **5/15/2022**.

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

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

A handwritten signature in black ink, appearing to be "M. G.", located in the bottom right corner of the page.

JUL 28 2017

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

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

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

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

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

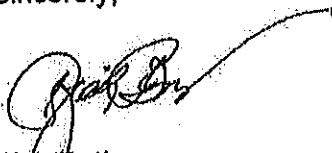
NAICS Code(s):

- 484220 - Dump trucking (e.g., gravel, sand, top-soil)**
- 484220 - Flatbed trucking, local**
- 484220 - Specialized Freight (except Used Goods) Trucking, Local**

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

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

Sincerely,



Rich Butler
First Deputy Procurement Officer
RB/sg



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

Name of Project: READ DUNNING

Project Number: 05115

FROM: E. King Construction MBE _____ WBE X
(Name of MBE or WBE)

TO: JOHN KENO COMPANY and Public Building Commission of Chicago
(Name of Bidder)

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

- a Sole Proprietor
- a Corporation
- a Partnership
- a Joint Venture

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

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

FURNISH STONE

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

\$ 75,000 -

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS*

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

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

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

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

BY:

E. King Construction Elaine King
Name of MBE/WBE firm (Print) Signature
11/8/2017 Elaine King
Date Name (Print)
773 284-9800
Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print) Signature

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

Phone



AUG 8 2017

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

**Elaine Shirley King
E. King Construction Co., Inc.
3865 W. Columbus Ave, 2nd Floor
Chicago, IL 60652**

Dear Elaine Shirley King:

Revised

We are pleased to inform you that E. King Construction Co., Inc. has been certified as a Minority-Owned Business Enterprise ("MBE") and Women-Owned Business Enterprise ("WBE") by the City of Chicago ("City"). This MBE/WBE certification is valid until 9/15/2021; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 9/15/2018, 9/15/19, and 9/15/20. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 9/15/2021. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 7/15/2021.

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

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

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

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

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

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

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


NAICS Code(s):

- 484110 – General Freight Trucking, Local
- 484121 – General Freight Trucking, Long-Distance, Truckload (TL)
- 484210 – Used Household and Office Goods Moving
- 484220 – Specialized Freight(except Used Goods) Trucking, Long-Distance
- 484230 – Specialized Freight(except Used Goods) Trucking, Long-Distance
- 562111 – Solid Waste Collection

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

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

Sincerely,


Rich Butler
First Deputy Procurement Officer

RB/em

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _____

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

Dear Ms. Sanchez:

RE: Contract No. _____

Project Title: _____

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

Documentation attached: yes _____ no _____

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

Sincerely,

Signature

Print Name

Title

Name of Firm



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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: C1586

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

2. Name of Contractor: K.R. Miller Contractors, Inc.

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: X

Retained Parties:

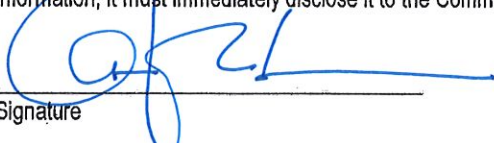
Name	Business Address	Relationship (Lobbyists, etc.)	Fees (Indicate whether paid or estimated)

K. R. Miller Contractors, Inc.
 1624 Colonial Parkway
 Inverness, IL 60067-4732
 Respondent: _____

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.



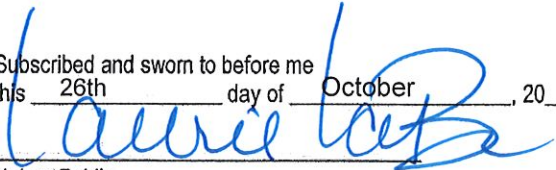
 Signature
 Keith R. Miller

 Name (Type or Print)

October 26, 2017

 Date
 President

 Title

Subscribed and sworn to before me
 this 26th day of October, 2017


 Notary Public



Commission expires: 1/20/2021



K. R. Miller Contractors, Inc.
 1624 Colonial Parkway
 Inverness, IL 60067-4732



DOHN & MAHER ASSOCIATES

4811 EMERSON AVENUE, SUITE 102
PALATINE, ILLINOIS 60067-7416

INSURANCE AND BONDING

PHONE (847) 303-6800

FAX (847) 303-6963

WWW.DOHN.COM

April 26, 2017

RE: K.R. Miller Contractors, Inc.

To whom it may concern:

Liberty Mutual Insurance Company is handling the surety needs of K.R. Miller Contractors, Inc. and has given them a single project limit of \$50,000,000 and an aggregate limit of \$90,000,000. Liberty Mutual Insurance Company has an AM Best Rating of A+ with a Financial Size Category of XV.

It is our understanding that K.R. Miller Contractors, Inc. is bidding the above referenced project. Should K.R. Miller Contractors, Inc. be awarded a contract, it is our present intention to become surety on any final bond, or bonds, which may be required guaranteeing performance of a contract.

You understand, of course, that any arrangement for the final bond, or bonds, is a matter between the contractor, and ourselves, and we assume no liability to third parties, or to you, if for any reason we do not execute the said bond, or bonds.

LIBERTY MUTUAL INSURANCE COMPANY

Matthew Dohn
Attorney-in-Fact

City of Chicago
Department of Buildings
General Contractor's Licenses

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

K.R. MILLER CONTRACTORS, INC.
1624 COLONIAL PARKWAY
INVERNESS IL 60067-

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04382

FEE: \$ 2000

CERTIFICATE NUMBER: GC04382-14

DATE ISSUED: 04/21/2017

DATE EXPIRES: 05/05/2018

THIS LICENSE IS NON-TRANSFERABLE

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

Rahm Emanuel
Rahm Emanuel
Mayor

Judith Frydland
Judith Frydland
Commissioner

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1586

PERFORMANCE AND PAYMENT BOND

Contract No.

Bond No. 268008717

C1586

KNOW ALL MEN BY THESE PRESENTS, that we, K.R. Miller Contractors, Inc., a Corporation organized and existing under the laws of the State of Illinois, with offices in the City of Inverness, State of Illinois, as Principal, and Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116

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

The condition of this obligation is such that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated November 14, 2017, for the fabrication, delivery, performance and installation of:

Read Dunning School – Site Preparation

4071 North Oak Park Avenue

Chicago, Illinois 60634

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

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

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1586

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 11/16/2017 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Name

BY (Seal) Individual Principal

Business Address

Individual Principal

City State

CORPORATE SEAL

ATTEST:

K.R. MILLER CONTRACTORS, INC. Principal

BY DEREK TAYLOR PROJECT MANAGER Title

BY MICHAEL CWIENKALA VICE PRESIDENT Title

LIBERTY MUTUAL INSURANCE COMPANY Corporate Surety

BY 4811 Emerson Ave., Suite 102, Palatine, IL 60067 Business Address

BY Carl Dohn, Jr., Attorney-in-Fact Title

CORPORATE SEAL

FOR CLAIMS (Please print): Contact Name: Carl Dohn, Jr.

Business Address: 4811 Emerson Ave., Suite 102, Palatine, IL 60067

Telephone: 847-303-6800 Fax: 847-303-6963

The rate of premium of this Bond is \$ 0.75% per thousand. ** Total amount of premium charged is \$ 20,323.00 **

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

(STATE OF Illinois)
(COUNTY OF Cook)

On this 16th day of November, 2017 before me came Carl Dohn, Jr., who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he/she is the therein described and authorized ATTORNEY-IN-FACT Liberty Mutual Insurance Company at the seal affixed to said instrument is the Corporate Seal of said Company.

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

Notary Public



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

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

Certificate No. 7903050

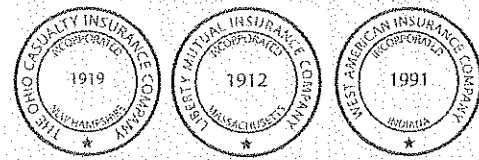
Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Vicki L. Broaddus; Karen Dohn; Matthew Dohn; Carl Dohn, Jr.; William P. Maher; Susan Murray; Elise Siegel

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of September, 2017



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of September, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

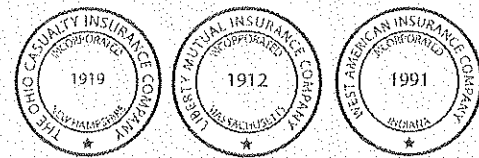
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16 day of November, 2017



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

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

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

NOTEPAD:

HOLDER CODE PUBLIC5
INSURED'S NAME K. R. Miller Contractors, Inc.

MILLKC1
OP ID: LD

PAGE 2
Date 11/30/2017

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

The General Liability, Automobile and Pollution Liability Additional Insured is on a Primary and Non-Contributory basis.

A Waiver of Subrogation in favor of the Additional Insureds is included under the General Liability, Automobile, Workers Compensation, Umbrella and Pollution liability coverage as required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

(2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

(b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions; reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
- c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.

3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid

and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

4. As a condition of coverage provided to the additional insured by this endorsement:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.

5. The following is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

COMMERCIAL GENERAL LIABILITY

ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.



Document Submittal Checklist

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

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



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

EXHIBIT #1 COOK COUNTY PREVAILING WAGE RATES – EFFECTIVE SEPTEMBER 1, 2017

(Current as of September 27, 2017)

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K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

Trade Title	Region	Type	Class	Base Wage	Foreman 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 FNISHER	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

K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4799

Respondent:

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
PILED RIVER	All	ALL		\$46.35	\$48.35	1.5	1.5	2	\$11.79	\$18.87	\$0.00	\$0.63
PIPE FITTER	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



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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
TUCK POINTER	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.



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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



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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;



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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.;



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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.



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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, hoses 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 Turntrailers 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 Turntrailers 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:



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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".



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EXHIBIT #2 INSURANCE REQUIREMENTS
C1586 – READ DUNNING SCHOOL – SITE PREPARATION

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

INSURANCE TO BE PROVIDED

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

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

2) **Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. Contractor and all subcontractors of every tier **will specifically name** the Public Building Commission of Chicago, the City of Chicago, the Board of Education of the City of Chicago (the User Agency) and others as may be required by the Public Building Commission of Chicago, as Additional Insured using the latest version of the ISO CG2010 0704 and CG2037 0704. Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two year completed operations periods. Coverage will include a waiver of subrogation as required below.

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


3) **Automobile Liability (Primary and Umbrella)**

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

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

4) **Contractors Pollution Liability**

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


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

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

5) **Professional Liability**

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

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

6) **Builders Risk/Installation Floater**


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

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

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

B. ADDITIONAL REQUIREMENTS

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


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

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

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

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

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

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

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

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

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

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

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

Contractor must submit the following at the time of award:

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

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

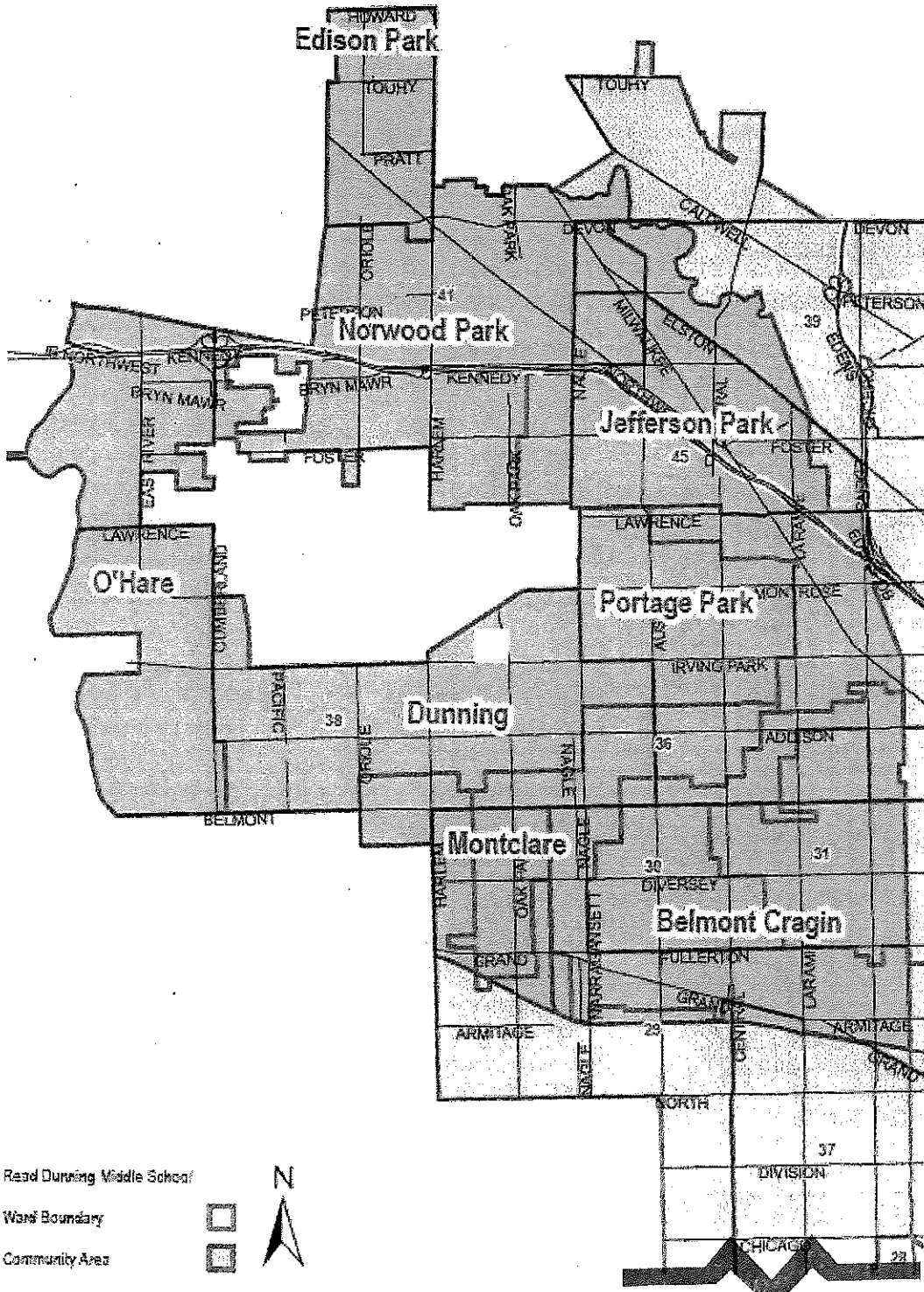


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EXHIBIT #3 PROJECT COMMUNITY AREA MAP



Read Dunning School
Community Hiring Areas
Ward 38 | Community Area: Dunning



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

EXHIBIT #4 ASSIST AGENCIES



Public Building Commission of Chicago

ASSIST AGENCIES

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

BLACK CONTRACTORS UNITED

12000 Marshfield Ave
Calumet Park, IL 60827

Carole Williams
hcunewera@aft.net
(708) 389-5730
blackcontractorsunited.com

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

800 E 78th St
Chicago, IL 60619

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

CHICAGO URBAN LEAGUE

4510 S Michigan Ave
Chicago, IL 60653

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

CONSTRUCT CONNECT

28 N Clark St
Chicago, IL 60602

Sherwin Deperalta
sdeperalta@bidclerk.com
(312) 267-1035

**CONSTRUCTION BUSINESS
DEVELOPMENT CENTER**

202 S Halsted St
Chicago Heights, IL 60411

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

**FEDERATION OF
WOMEN CONTRACTORS**

4210 W Irving Park Rd
Chicago, IL 60641

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

**HISPANIC AMERICAN
CONSTRUCTION INDUSTRY
ASSOCIATION (HACIA)**

650 W Lake St, #415
Chicago, IL 60661

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

**ILLINOIS BLACK
CHAMBER OF COMMERCE**

411 Hamilton Blvd, #1404
Peoria, IL 61602

Kenyatta Fisher
larrylvory@illinoisblackchamber.org
(309) 740-4430
illinoisblackchamber.org

**LATIN AMERICAN
CHAMBER OF COMMERCE**

3512 W Fullerton Ave
Chicago, IL 60647

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

RAINBOW/PUSH COALITION

930 E 50th St
Chicago, IL 60615

John Mitchell
jmitchell@rainbowpush.org
(773) 256-2766
rainbowpush.org

**WOMENS BUSINESS
DEVELOPMENT CENTER**

8 S Michigan Ave, #400
Chicago, IL 60603

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

**U.S. MINORITY
CONTRACTORS ASSOCIATION**

1250 Grove Ave, #200
Barrington, IL 60010

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

FOLLOW THE PBC:



OR VISIT US ONLINE AT PBCCHICAGO.COM

2017.09.26



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

EXHIBIT #5 PROJECT LABOR AGREEMENT



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

Date of Issue: September 27, 2017

PBC: Book 1_Instructions to Bidders_Read Dunning School - Site Preparation_C1586

Respondent: _____

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



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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

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



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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

113369.10



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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

K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

Respondent: _____

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

CHICAGO BOARD OF EDUCATION

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

AFM
yes

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

Date: 3/6/15

Board Report#: 15-0128-EX5

James Bebley *(B)*
James Bebley, General Counsel *AFM*
yes

✓ Labor Organization: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

By: _____

Its: _____



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

2015 FEB 19 PM 2:46

LAW DEPARTMENT

-6-

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

CHICAGO BOARD OF EDUCATION

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

FTM
2/13/15

Attest: Estela G. Beltran 2/13/15
Estela G. Beltran, Secretary

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

FTM
2/13/15

Labor Organization: BlackLATSERS

Address: 660 Industrial DR

City, State, Zip Code: ELM HURST IL 60126

Telephone Number: 630 941 2300

By: James Allen
Its: JAMES ALLEN


K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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

CHICAGO BOARD OF EDUCATION

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

[Handwritten initials]
4/28/15

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Beblay
James Beblay, General Counsel

[Handwritten initials]
4/28/15

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

113369.10



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

CHICAGO BOARD OF EDUCATION

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

AM
4/28

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bobloy
James Bobloy, General Counsel

AM
4/28

Labor Organization: CARPENTERS COUNCIL

Address: 12 EAST ERIE ST. CHICAGO, IL

City, State, Zip Code: 60611

Telephone Number: (312) 787-3076

By: Gary Demaris
His: VICE PRESIDENT

113369.10

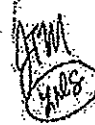


K. R. Miller Contractors, Inc.
1624 Colonia Parkway
Inverness, IL 60067-4732

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: 3/16/15

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

Labor Organization: CEMENT MASONS LOCAL 502

Address: 739 25th AVE

City, State, Zip Code: BELMONT IL 60014

Telephone Number: 708-544-9100

By: [Signature]

Its: PRESIDENT

113369.10



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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

CHICAGO BOARD OF EDUCATION

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

ATM
FEB 5

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

ATM
FEB 5

Labor Organization: IBEW, LOCAL 134

Address: 600 W WASHINGTON

City, State, Zip Code: CHICAGO IL 60661

Telephone Number: 312 454-1340

By: Donald Finn DONALD FINN
Its: BUSINESS MANAGER / FINANCIAL SECY



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

3-9-15

-7-

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

CHICAGO BOARD OF EDUCATION

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

[Handwritten initials]
4/15/15

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

Labor Organization: INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS

Address: LOCAL NO. 2

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

Telephone Number: Chicago Ridge, IL 60415

708-967-7770

By: [Signature]
Its: Business MGR / President

113369.10



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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

CHICAGO BOARD OF EDUCATION

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

ATM
2/3/15

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

ATM
2/3/15

Labor Organization: Local 17 Heat + Frost Insulators

Address: 18520 Spring Creek Dr Suite U

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

Telephone Number: 708 468 8000

By: Brian Flynn
Its: BUSINESS MANAGER



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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

CHICAGO BOARD OF EDUCATION

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

DTM
2/28

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

DTM
2/28

Labor Organization: Laborers District Council of Chicago & Vicinity

Address: 999 McClintock Drive Suite 300

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

Telephone Number: 630.655.8289

By: James P. Lawrence
Its: Business Manager

113369.10



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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

CHICAGO BOARD OF EDUCATION

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

JPM
3/16/15

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

Date: 3/16/15

Board Report#: 15-0128-EX5-1

James Bohley
James Bohley, General Counsel

JPM
3/16/15

Labor Organization: Laborers District Council of Chicago & Vicinity

Address: 999 McClintock Drive Suite 300

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

Telephone Number: 630.655.8284

By: James P. Lawrence
Its: Business Manager

113369.10



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Chicago, IL 60637 4732

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

CHICAGO BOARD OF EDUCATION

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

FTM
2/3/15

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

FTM
2/3/15

Labor Organization: IRON WORKERS LOCAL #1

Address: 7720 INDUSTRIAL DR.

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

Telephone Number: 708.366.1188

By: Craig Sautter
Its: PRESIDENT / BM



K. R. Miller Contractors, Inc.
1624 Colonial Parkway, 10
Inverness, IL 60067-4732

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

CHICAGO BOARD OF EDUCATION

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

ATM
KRS

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

ATM
KRS

Labor Organization: ARCHITECTURAL & ORNAMENTAL IWO 63

Address: 2525 W. LEXINGTON ST.

City, State, Zip Code: BROOKVIEW, IL

Telephone Number: 708-344-7727

By: [Signature]

Its: BUSINESS MANAGER, FST



113369.10
K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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

CHICAGO BOARD OF EDUCATION

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

JTM
2/3/15

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

Board Report#: 15-0128-EX5-1

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

Labor Organization: MACHINERY/MODELS RIGGERS MACHINERY & RECTORS

Address: 1820 BEACH ST.

City, State, Zip Code: BROADVIEW, ILL 60656

Telephone Number: 708-615-9300

By: Robert Fulton

Its: BMTS-T



K. R. Miller Contractors, Inc.
13359.10
1624 Colonial Parkway
Inverness, IL 60067-4732

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

CHICAGO BOARD OF EDUCATION

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

ATM
2/3/15

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

ATM
2/3/15

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

Address: 120 East Ogden Ave., Suite 18A

City, State, Zip Code: Hinsdale, IL 60521

Telephone Number: 630-655-1930

By: Karl D. Scapoli
Its: Business Representative



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60087 4732

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

CHICAGO BOARD OF EDUCATION

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

DM
3/6/15

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bobbly
James Bobbly, General Counsel

DM
3/6/15

Labor Organization: Painters District Council #14

Address: 1850 W. Adams

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-0046

By: _____
Its: _____

113369.10



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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

CHICAGO BOARD OF EDUCATION

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

ATM
FEB 6

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

ATM
FEB 6

Labor Organization: PIPE FITTERS L.U. 597

Address: 45N ODGEN AVE

City, State, Zip Code: CHGO IL 60607

Telephone Number: 312-829-4191 x240

By: James Buchanan
Its: BUSINESS MANAGER



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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

CHICAGO BOARD OF EDUCATION

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

ATM
2/3/15

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

ATM
2/3/15

Labor Organization: Chicago Journeyman Plumbers Local 130 UA

Address: 1340 W. Washington Blvd.

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-1010

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



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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

CHICAGO BOARD OF EDUCATION

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

ATM
2/3/15

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

ATM
2/3/15

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

Address: 9838 W. Roosevelt Road

City, State, Zip Code: Westchester IL 60154

Telephone Number: 708-345-0970

By: Ray Meryd
Its: President/Business Manager



K. R. Miller Contractors, Inc.
1624 Colonial Parkway, 10
Inverness, IL 60067-4732

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

CHICAGO BOARD OF EDUCATION

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

ATM
2/13/15

Attest: Estela G. Beltran 2/13/15
Estela G. Beltran, Secretary

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

ATM
2/13/15

Labor Organization: SHEET METAL WORKERS' LOCAL 73

Address: 4550 ROOSEVELT ROAD

City, State, Zip Code: HILLSDALE, IL 60162

Telephone Number: 708-449-0073

By: [Signature]
Its: PRESIDENT AND BUSINESS MANAGER



113369.10
K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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

CHICAGO BOARD OF EDUCATION

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

ATM
2/15

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

ATM
2/15

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

Address: 11900 S. Laramie Avenue

City, State, Zip Code: Alsip, IL 60803

Telephone Number: (708) 597-1800

By: [Signature]
Its: Business Manager



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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

CHICAGO BOARD OF EDUCATION

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

FTM
2/3/15

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

Board Report#: 15-0128-EX5-1

James Hebley
James Hebley, General Counsel

FTM
2/3/15

Labor Organization: Teamsters Local Union No. 731

Address: 1000 Burr Ridge Pkwy. Ste. 300

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

Telephone Number: (630) 887-4100

By: Pat Hanrahan
Its: President



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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

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

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

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

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



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

4. **Board to Require Contractors to Maximize Trade Apprentices on CPS Jobs and**

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

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

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

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

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



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

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

CHICAGO BOARD OF EDUCATION

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

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

JTM
4/28/15

Date: 3/5/15

Board Report: 15-0128-EX 5-2

James L. Bebley
James L. Bebley, General Counsel

JTM
4/28/15



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

Labor Organization: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

By: _____

Its: _____



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

CHICAGO BOARD OF EDUCATION

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

JMM
3/5/15

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

Date: 3/5/15

Board Report: 15-0128-EKS-2

James L. Bebley
James L. Bebley, General Counsel

JMM
3/5/15

Labor Organization: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

By: _____

Its: _____



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

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


Labor Organization: BlackWyers
Address: 660 Industrial Dr
City, State, Zip Code: Elmhurst IL 60126
Telephone Number: 630 941 2300
By: [Signature]
Its: TAMM ALLEN



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732


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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
James L. Bebley, General Counsel 

Labor Organization: Local 17 Heat + Frost Insulators

Address: 18520 Spring Creek Dr Suite U

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

Telephone Number: 708 468 8000

By: Brian Flynn
Its: BUSINESS MANAGER



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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CHICAGO BOARD OF EDUCATION

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

DM
2/28/15

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

Board Report #: 15-0128-EX5-2

James L. Bobley
James L. Bobley, General Counsel

DM
2/10/15

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 Sutula
Its: PRESIDENT / BM



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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CHICAGO BOARD OF EDUCATION

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

DM
2/3/15

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

Board Report: 15-0128-EX5-2

James L. Bebley
James L. Bebley, General Counsel

Labor Organization: ARCHITECTURAL + ORNAMENTAL FW 63

Address: 2525 W. LEXINGTON ST

City, State, Zip Code: BROADVIEW, IL 60155

Telephone Number: 708-344-7727

By: [Signature]

Its: BUSINESS MANAGER, FST



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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CHICAGO BOARD OF EDUCATION

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

DM
2/3/15

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

Board Report: 15-0128-EX5-2

James L. Bebley
James L. Bebley, General Counsel

Labor Organization: MACHINERY/MEN'S RIGGERS MACHINERY/ERECTORS

Address: 1820 BEACH ST

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

Telephone Number: 708-615-9300

By: Robert Fulton

Its: BMTS-T



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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CHICAGO BOARD OF EDUCATION

By: David J. Vifele
David J. Vifele, President

[Handwritten initials]

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

Board Report: 15-0128-EX5-2

James L. Bobley
James L. Bobley, General Counsel

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

Address: 120 East Ogden Ave, Suite 10A

City, State, Zip Code: Hinsdale, IL 60521

Telephone Number: 630-655-1930

By: Karl D. Sarpolis

Its: Business Representative



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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CHICAGO BOARD OF EDUCATION

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

PTA
2/28

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

Board Report: 15-0128-EX5-2

James L. Bebley
James L. Bebley, General Counsel

Labor Organization: PIPEFITTERS L.U. 597

Address: 45 N ODGEN AVE

City, State, Zip Code: CHGO IL 60607

Telephone Number: 312-829-4191 X 240

By: James Buchanan
Its: BUSINESS MANAGER



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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CHICAGO BOARD OF EDUCATION

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

Handwritten initials in a circle

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

Board Report: 15-0128-EX5-2

James L. Bebley
James L. Bebley, General Counsel

Labor Organization: LOCAL 134 IBEW
Address: 600 W WASHINGTON
City, State, Zip Code: CHICAGO IL 60661
Telephone Number: 312 454.1340


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



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732


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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
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



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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CHICAGO BOARD OF EDUCATION

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

JTM
2/3/15

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

Board Report: 15-0128-EX5-2

James L. Bebley
James L. Bebley, General Counsel

JLM
2/3/15

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

Address: 9838 W. Roosevelt Road

City, State, Zip Code: Westchester IL 60154

Telephone Number: 708-345-0970

By: Dany Mengel
Its: President/Business Manager



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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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
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: [Signature]


Its: PRESIDENT AND BUSINESS MANAGER



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732


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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
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: [Signature]
Its: Business Manager



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness IL 60067-4732

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CHICAGO BOARD OF EDUCATION

By: David J. Vitale
David J. Vitale, President. PJM 2/3/15

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

Board Report: 15-0128-EX5-2

James L. Bebley
James L. Bebley, General Counsel JLB

Labor Organization: TEAMSTERS LOCAL UNION NO. 731
Address: 1000 Burr Ridge II. Ste. 300
City, State, Zip Code: Burr Ridge, IL 60527
Telephone Number: (630) 887-4100
By: [Signature]
Its: President



Labor Organization: CEMENT MASONS UNION LOCAL 502

Address: 739 25th AVENUE

City, State, Zip Code: BELLWOOD FL 60104

Telephone Number: 7085449100

By: *[Signature]*

Its: REPRESENT



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness IL 60067-4732

Labor Organization: Boilermakers Union Local No. One

Address: 2941 S. Archer Ave

City, State, Zip Code: Chicago IL 60608

Telephone Number: 773-247-5225

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

Its: BUSINESS MANAGER / SECRETARY TREASURER



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

Labor Organization: CARPENTERS COUNCIL

Address: 12 EAST ERIE ST.

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

Telephone Number: (312) 787-3076

By: Steve Roman

Its: VICE PRESIDENT



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

Labor Organization: Palmer's District Council #14

Address: 1456 W. Adams

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-0046

By: [Signature]

Its: _____



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

3-9-15

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

Labor Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: 708-907-7270
By: [Signature]
Its: Business MGR / President



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

Labor Organization: Laborex 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. Lammell

Its: Burr Ridge, Illinois



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732

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 Plannell

Its: Bernard Madigan



K. R. Miller Contractors, Inc.
1624 Colonial Parkway
Inverness, IL 60067-4732