

**EXHIBITS**  
**TO**  
**DESIGN-BUILD AGREEMENT**  
**BETWEEN**  
**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**AND**  
**K.R. MILLER CONTRACTORS, INC.**  
**2013 SCHOOL INVESTMENT PROGRAM**  
**PROJECT NUMBER 14**  
**CONTRACT NUMBER PS1976**  
**PUBLIC BUILDING COMMISSION OF CHICAGO**



Mayor Rahm Emanuel  
*Chairman*

Erin Lavin Cabonargi  
*Executive Director*

Public Building Commission  
Room 200  
Richard J. Daley Center  
50 West Washington Street  
Chicago, Illinois 60602  
312-744-3090  
[www.pbcchicago.com](http://www.pbcchicago.com)

JULY 2013



## **EXHIBIT 1 - DESIGN BUILDER DESIGN SERVICES**

1. Complete the design for the Project and solicit Commission and User Agency reviews and approvals. Complete analysis of all Project requirements, including verification of the Scope and Performance Criteria, concept design, regulatory requirements, the conditions of the site and the survey. Consult with the Commission and Using Agency to establish the final design.
2. Provide design documents for written approval at the completion of Design Development, and Construction Documents as identified in Book 1, Article 3.
3. Provide all Coordination, Permit and Trade and Construction packages fourteen (14) days prior to issuance for Commission and User Agency review.
4. Prepare and professionally seal documents that will be issued by for regulatory reviews, approvals and permits. Conduct reviews and submit for review/permits with required regulatory agencies, including, but not limited to, Department of Buildings, Bureau of Fire Prevention, Chicago Department of Transportation, Mayor's Office for People with Disabilities, Office of Emergency Management and Communications, and Illinois Environmental Protection Agency. Conduct and prepare a code analysis package and/or Code Matrix, including, but not limited to, the following components:
  - a. Occupancy classification.
  - b. Construction type.
  - c. Occupant load by area and floor.
  - d. Travel distances.
  - e. Accessibility.
  - f. Exit types, units and widths.
  - g. Plumbing fixture counts.
  - h. Loading berths and parking requirements.
  - i. Fire resistance requirements.
5. Facilitate a Lessons Learned walk-thru of recently constructed projects as necessary with the Commission and User Agency. Document and issue for Commission and User Agency Approval a record of improvements and variations to be incorporated into design.
6. Coordination and support in the form of information, including but not limited to narratives, specifications, and drawings concerning the design, installation and operation of Building Automation Systems (BAS) to the Commission's independent BAS Commissioning Authority. (IF APPLICABLE)
7. Facilitate and document a Sustainable Design Plan for Commission and User Agency approval and provide follow up sessions as directed by the Commission Representative. The purpose of the Plan and meetings are to develop the appropriate design strategies and confirm that the Project's target LEED rating of silver is achievable for all project phases, and make alternative plans as required. Plan shall include LEED Checklist and narratives, including all LEED detail. (IF APPLICABLE)
8. Provide an energy simulation model using the DOE II Modeling Software. (IF APPLICABLE)
9. Preparation of Proposed Public Right of Way Amendment Plan and other documents necessary to illustrate any required amendments to the public right of way. (IF APPLICABLE)



## **EXHIBIT 1 - DESIGN BUILDER DESIGN SERVICES**

10. Preparation of CDOT coordination drawings to the extent required by the Commission and CDOT to coordinate site work with planned improvements by the City of Chicago and CDOT. (IF APPLICABLE)
11. As required, prepare Request for Clarification submittals for the Commission or User Agency questions.
12. Preparation of storm water analysis and management proposal. (IF APPLICABLE)
13. Issuance of a zoning analysis package (if required).
14. Provide a utility coordination and public infrastructure plan. Administer a design phase and construction phase utility coordination meeting including but not limited to the following participants. (IF APPLICABLE)
  - a. Using Agency
  - b. Public Building Commission
  - c. Com Ed
  - d. Peoples Gas
  - e. AT&T
  - f. Comcast
  - g. Office of Emergency Management and Communications
  - h. Department of Water Management
  - i. Bureau of Electricity
15. Develop a keyed furniture, fixture and equipment plan and schedule for review and approval. The plan must locate devices requiring any power, data, communication, low voltage wiring, security and life safety equipment for Commission and User Agency review and approval. The plan will also indicate any equipment requiring water supply, drainage, condensate lines and vents for each device or piece of equipment. (IF APPLICABLE)
16. Develop a hardware and device location plan for Commission and User Agency review and approval. (IF APPLICABLE)
17. Develop a signage plan and specifications for Commission and User Agency review and approval. (IF APPLICABLE)
18. Certification of Compliance with Commission's Design Checklists submitted as part of the Book 3, Project Requirements of the Scope and Performance Criteria. (IF APPLICABLE)
19. Prepare and Submit for use by the Commission an Inspection and Testing Plan ten (10) days prior to any site construction activities. The plan must be in spreadsheet format, following the specification section numbering system. Each inspection, test and required certificate in the project Specifications shall be identified by specification section number. The Authorized Commission Representative upon request can provide a sample Inspection and Testing Plan for use. The Authorized Commission Representative will identify the testing firm(s) that will be used on the Project. The Inspection and Testing Plan must provide for:
  - a. Verification of responsibilities for providing inspections, tests and certificates
  - b. Scope of services for the testing and inspection services RFQ.



## **EXHIBIT 1 - DESIGN BUILDER DESIGN SERVICES**

- c. A scorecard to monitor the completion of required inspections and tests, and the submittal of required certificates.
20. In addition to the Coordination set forth below, the Design Builder shall provide coordination services set forth in Book 2A, Standard Terms and Conditions Procedures Manual for Design Build Contracts. Architect Engineer shall issue MEP coordination documentation to the Commission for review. Architect Engineer shall coordinate and resolve:
- a. Space requirements between trades and/or disciplines.
  - b. Space requirements and access for maintenance and replacement all MEP equipment.
  - c. Incompatibility between items provided under different disciplines (such as difference in voltage between equipment specified under Division 15 and electrical power provided under Division 16).
  - d. Inconsistencies between drawings and specifications (between disciplines and within each discipline).
  - e. As required to manage discipline coordination, prepare drawings or models to manage discipline coordination, resolve conflicts, and present the findings of coordination process to the PBC's design review team.
    - i. Above ceilings in corridors to confirm that service, fixtures, and other devices can fit between the designed ceiling height and the bottom of any structural members or other obstructions. The horizontal spacing of these items will also be reviewed to confirm that desired locations of lighting fixtures and other devices can be achieved.
    - ii. Slabs where services would logically be installed within the slab on grade or on deck. The Architect will confirm that these services can fit within the slab cross section without compromising the structural integrity of the slab. Any limitations on embedded services will be noted on the construction documents.
    - iii. Areas and/or rooms where a significant number of services converge. This includes mechanical rooms, MDF rooms, IDF rooms, electrical closets, fire pump rooms, and any other areas or rooms where the coordination of individual or multiple services are required with multiple disciplines. Where a significant number of services penetrate a wall, floor, ceiling, or roof in close proximity, the Architect will design and detail an appropriate chase with respect to structural elements, code issues, and proper installation of the services.
    - iv. Within mechanical, equipment, and other specialty rooms to confirm that the required equipment, panels, racks, fixtures, ventilation, and other equipment, along with the services entering these rooms will fit within the designed space and layout. Checks will be made for door swings, as well as, equipment accessibility into and within the room.
    - v. Locations on the site or under the building where major existing or new utilities come in close proximity to each other and/or other new or existing structures. This would include locations where these services enter the building or penetrate the foundations.



## **EXHIBIT 1 - DESIGN BUILDER DESIGN SERVICES**

21. Prepare documents that confirm that the appropriate power, communication, and other low voltage services are shown running to and from each required device/fixture and back to the appropriate originating or receiving location are included in the design. This coordination may be represented by a composite device/service schedule that cross references the appropriate interface points.
22. Architect Engineer shall provide no less than 12 hours per week solely dedicated to field observation of the construction in order to monitor the progress and conformance of the permanent features of the work to the requirements of the Contract Documents and submit periodic reports documenting their findings. This time is in addition to time dedicated to management, reviewing submittals, and attending project meetings. The Design Builder retains primary responsibility for ensuring the quality of construction. The Architect Engineer's on-site representative shall not be removed or replaced before final completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect Engineer's on-site representative will be removed immediately upon written request of the Authorized Commission Representative.
23. Provide an expert in roofing on the Project Site throughout the construction/installation of the roof for the Project. (IF APPLICABLE)
24. Architect Engineer to conduct a comprehensive final inspection of the Project with the Authorized Commission Representative and User Agency to verify that the materials furnished and the work performed are substantially compliant with the contract documents.
  - a. The Design Builder is responsible for facilitating a walkthrough on site with the Authorized Commission Representative, Commissioning Agent and User Agency to review punch list items identified in the Design Builder's initial punch list. The Design Builder will consolidate and prepare punch lists indicating the items of work remaining to be accomplished before a Certificate of Final Acceptance will be issued. Prepare certificates of preliminary and final completion in consultation with the Commission and the User Agency.
25. Submittal, Record Document and Close requirements set forth in Book 2A, Standards Terms and Conditions Procedures Manual for Design Build Projects.

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## **EXHIBIT 2 – SCOPE AND PERFORMANCE CRITERIA**

Design Builder acknowledges receipt of the initial Scope and Performance Criteria dated May 16, 2013, Update 1 to the Scope and Performance Criteria dated May 24, 2013, Update 2 to the Scope and Performance Criteria dated May 29, 2013, and Update 3 to the Scope and Performance Criteria dated June 4, 2013 for all schools in Project 14. These documents and the Construction Drawings and Specifications listed herein, including the noted exceptions/clarifications shown on Exhibit 3 form the basis for the Scope of Work for Project 14.



## **PROJECT REFERENCE DOCUMENTS**

- **2013 SCHOOL INVESTMENT PROGRAM RFP FOR DESIGN-BUILD SERVICES ISSUED 4/9/13 - By Public Building Commission**
- **BOOK 1 – DESIGN –BUILD AGREEMENT BETWEEN PUBLIC BUILDING COMMISSION AND DESIGN BUILDER – By Public Building Commission**
- **BOOK 2 – STANDARD TERMS AND CONDITIONS FOR DESIGN BUILD CONTRACTS – By Public Building Commission**
- **BOOK 2A – STANDARD TERMS AND CONDITIONS PROCEDURES MANUAL FOR DESIGN BUILD CONTRACTS – By Public Building Commission**
- **RFP EXHIBIT B – SCHOOL INVESTMENT PROGRAM SCOPE AND PERFORMANCE CRITERIA – By Public Building Commission**
- **RFP EXHIBIT C – SCHOOL INVESTMENT MATRIX – By Public Building Commission**
- **RFP ATTACHMENT 1 – SCHOOL INVESTMENT PROGRAM MAPS – By Public Building Commission**
- **NOTICE OF INTENT TO RECEIVE PROPOSALS FOR DESIGN BUILD SERVICES – By Public Building Commission**
- **RFP ADDENDUM 1 DATED 4/18/13 – By Public Building Commission**
- **RFP ADDENDUM 2 DATED 4/25/13 – By Public Building Commission**
- **RFP ADDENDUM 3 DATED 4/26/13 – By Public Building Commission**
- **PBC CPS School Investment Program – Scope and Performance Criteria Memorandum – Update 1 Dated 5/24/13 – By Public Building Commission**
- **PBC CPS School Investment Program – Scope and Performance Criteria Memorandum – Update 1 Dated 6/4/13 – By Public Building Commission**
- **KEY TRANSACTION TERMS LETTER DATED 5/22/13 – By Public Building Commission**
- **INITIAL GMP SCOPES/CONSTRUCTION ESTIMATES DATED 6/3/13 – By Public Building Commission**
- **PBC Scope Clarification dated 6/20/13 – iPad Design Guide Clarification (Welcoming Schools Only)**
- **PBC Scope Revisions dated 7/9/13 – SIP Program July 09, 2013 Scope Revisions**



- **PBC Directive dated 7/8/13 – Scope Modifications – Conduit in lieu of Wiremold**
- **Limited Asbestos Survey – Lawrence School Dated 5/24/13 – By GSG Consultants**
- **Limited Lead-Based Paint Assessment – Lawrence School Dated 5/24/13 – By GSG Consultants**
- **Hazardous Material Survey – Lawrence School Dated 5/24/13 – By GSG Consultants**
- **Limited Asbestos Survey – Bowen School Dated 5/31/13 – By GSG Consultants**
- **Limited Lead-Based Paint Assessment – Bowen School Dated 5/31/13 – By GSG Consultants**
- **Hazardous Material Survey – Bowen School Dated 5/31/13 – By GSG Consultants**
- **Limited Asbestos Survey – Ashe School Dated 5/14/13 – By GSG Consultants**
- **Limited Lead-Based Paint Assessment – Ashe School Dated 5/16/13 – By GSG Consultants**
- **Hazardous Material Survey – Ashe School Dated 5/16/13 – By GSG Consultants**



**DIVISION 00 - PROCUREMENT AND CONTRACT REQUIREMENTS**

Document 00 0115 - List of Drawing Sheets

**Architectural**

**GENERAL**

G101 COVER SHEET, dated June 20, 2013  
G102 ACCESSIBILITY INFO AND MOUNTING HEIGHTS, dated June 12, 2013  
C001 GENERAL NOTES, dated June 12, 2013  
C002 DEMOLITION PLAN, dated June 12, 2013  
C003 GRADING PLAN, dated June 12, 2013

**STRUCTURAL**

S100 STRUCTURAL GENERAL NOTES AND DETAILS, dated June 12, 2013  
S101 STRUCTURAL ELEVATOR PLANS & DETAILS, dated July 9, 2013  
S201 STRUCTURAL FRAMING PLANS & DETAILS, dated July 9, 2013

**ARCHITECTURAL**

AS100 ARCHITECTURAL SITE PLAN AND DETAILS, dated July 9, 2013  
AS101 ARCHITECTURAL SITE DETAILS, dated July 9, 2013  
D101 DEMO PLANS, dated June 12, 2013  
A101 FIRST FLOOR PLAN - SOUTH, dated June 12, 2013  
A102 FIRST FLOOR PLAN - NORTH, dated June 20, 2013  
A103 SECOND FLOOR PLAN - SOUTH, dated June 12, 2013  
A104 SECOND FLOOR PLAN - NORTH, dated June 12, 2013  
A201 EXTERIOR ELEVATIONS, dated July 9, 2013  
A202 EXTERIOR ELEVATIONS, dated June 12, 2013  
A301 ROOF PLAN - SOUTH, dated July 9, 2013  
A302 ROOF PLAN - NORTH, dated July 9, 2013  
A303 ROOF DETAILS, dated July 9, 2013  
A401 DOOR SCHEDULE, dated June 20, 2013  
A601 ELEVATOR PLANS, SECTIONS AND ELEVATIONS, dated July 9, 2013  
A602 ELEVATOR ADDITION DETAILS, dated July 9, 2013  
A603 ELEVATOR SECTIONS & DETAILS, dated July 9, 2013  
A701 ENLARGED PLANS AND ELEVATIONS, dated July 9, 2013  
A702 ENLARGED PLANS AND ELEVATIONS, dated June 20, 2013  
A703 ENLARGED PLANS AND ELEVATIONS, dated June 12, 2013  
A704 ENLARGED PLANS AND ELEVATIONS, dated June 20, 2013  
A705 SIGNAGE & ROOM FINISH SCHEDULE, dated June 12, 2013  
FS101 FOOD SERVICE PLANS, dated June 12, 2013

**MECHANICAL**

M000 LEGENDS, dated June 20, 2013  
M001 SCHEDULES, NOTES AND DETAILS, dated June 20, 2013  
M100B BASEMENT FLOOR PLAN ZONE B, dated June 20, 2013  
M101A FIRST FLOOR PLAN ZONE A - HVAC, dated June 20, 2013  
M101B FIRST FLOOR PLAN ZONE B - HVAC, dated June 20, 2013  
M102A SECOND FLOOR PLAN ZONE A - HVAC, dated June 20, 2013  
M102B SECOND FLOOR PLAN ZONE B - HVAC, dated June 20, 2013  
M200A ROOF FLOOR PLAN ZONE A - HVAC, dated June 20, 2013  
M200B ROOF FLOOR PLAN ZONE B - HVAC, dated June 20, 2013  
M301 ROOF EXHAUST FAN CONTROLS, June 12, 2013  
M302 MISCELLANEOUS CONTROLS, June 12, 2013  
MD100B BASEMENT DEMO FLOOR PLAN ZONE B, dated June 20, 2013  
MD101A FIRST FLOOR DEMO PLAN ZONE A, dated June 20, 2013  
MD101B FIRST FLOOR DEMO PLAN ZONE B, dated June 20, 2013  
MD102A SECOND FLOOR DEMO PLAN ZONE A, dated June 20, 2013  
MD102B SECOND FLOOR DEMO PLAN ZONE B, dated June 20, 2013



MD200A ROOF DEMO FLOOR PLAN ZONE A, dated June 20, 2013  
MD200B ROOF DEMO FLOOR PLAN ZONE B, dated June 20, 2013

#### **PLUMBING**

P000 PLUMBING LEGENDS, SCHEDULES & NOTES, dated June 20, 2013  
PD100A BASEMENT DEMO FLOOR PLAN ZONE A, dated June 20, 2013  
PD100B BASEMENT DEMO FLOOR PLAN ZONE B, dated June 20, 2013  
PD101A FIRST FLOOR PLAN DEMO ZONE A, dated June 20, 2013  
PD101B FIRST FLOOR PLAN DEMO ZONE B, dated June 20, 2013  
PD102A SECOND FLOOR PLAN DEMO ZONE A, dated June 20, 2013  
PD200A ROOF PLUMBING DEMO PLAN ZONE A, dated June 12, 2013  
PD200B ROOF PLUMBING DEMO PLAN ZONE B, dated June 20, 2013  
P100A BASEMENT FLOOR PLAN ZONE A, dated June 20, 2013  
P100B BASEMENT FLOOR PLAN ZONE B, dated June 20, 2013  
P101A FIRST FLOOR PLAN ZONE A, dated June 20, 2013  
P101B FIRST FLOOR PLAN ZONE B, dated June 20, 2013  
P102A SECOND FLOOR PLAN ZONE A, dated June 20, 2013  
P200A ROOF PLUMBING PLAN ZONE A, dated June 20, 2013  
P200B ROOF PLUMBING PLAN ZONE B, dated June 20, 2013  
P300 PLUMBING DETAILS, dated June 20, 2013

#### **ELECTRICAL**

E000 NOTES, SYMBOLS, LENDEND & FIXTURE SCHEDULE, dated June 20, 2013  
E100A BASEMENT FLOOR PLAN ZONE A - ELECTRICAL, dated June 20, 2013  
E101A FIRST FLOOR PLAN ZONE A - ELECTRICAL, dated June 20, 2013  
E101B FIRST FLOOR PLAN ZONE B - ELECTRICAL, dated June 20, 2013  
E102A SECOND FLOOR PLAN ZONE A - ELECTRICAL, dated June 20, 2013  
E102B SECOND FLOOR PLAN ZONE B - ELECTRICAL, dated June 20, 2013  
E201A FIRST FLOOR PLAN ZONE A - EM LIGHTING, dated June 20, 2013  
E201B FIRST FLOOR PLAN ZONE B - EM LIGHTING, dated June 20, 2013  
E202A SECOND FLOOR PLAN ZONE A - EM LIGHTING, dated June 20, 2013  
E202B SECOND FLOOR PLAN ZONE B - EM LIGHTING, dated June 20, 2013  
E300 ELECTRICAL PANEL SCHEDULES & RISER, dated June 20, 2013  
E400 ELECTRICAL DETAILS, dated June 20, 2013

#### **FIRE ALARM**

FA000 FIRE ALARM SYMBOLS AND ABBREVIATIONS, dated June 20, 2013  
FA100A BASEMENT FLOOR PLAN ZONE A - FIRE ALARM, dated June 20, 2013  
FA100B BASEMENT FLOOR PLAN ZONE B- FIRE ALARM, dated June 20, 2013  
FA101A FIRST FLOOR PLAN ZONE A - FIRE ALARM, dated June 20, 2013  
FA101B FIRST FLOOR PLAN ZONE B - FIRE ALARM, dated June 20, 2013  
FA102A SECOND FLOOR PLAN ZONE A - FIRE ALARM, dated June 20, 2013  
FA102B SECOND FLOOR PLAN ZONE B - FIRE ALARM, dated June 20, 2013

END 00 0115



**DIVISION 00 - PROCUREMENT AND CONTRACT REQUIREMENTS**

Document 00 0115 - List of Drawing Sheets

**Architectural**

**GENERAL**

G101 DRAWING INDEX & GENERAL INFO

**ARCHITECTURAL SITE**

AS100 ARCHITECTURAL SITE PLAN

**ADA**

ADA 01 EXTERIOR SIGNAGE DETAILS  
ADA 02-03 INTERIOR SIGNAGE DETAILS  
ADA 04 ACCESSIBLE PARKING DETAILS  
ADA 05 TYP. MOUNTING HTS., LOCKER & DOOR DETAILS  
ADA 06 CASEWORK DETAILS  
ADA 07 ACCESSIBLE MOUNTING HEIGHTS & SCHEDULE  
ADA 08 ACCESSIBLE STALL AND URINAL LAYOUTS  
ADA 09 ACCESSIBLE STALL AND ELEVATIONS  
ADA 10 ACCESSIBLE LOCKER ROOM DETAILS  
ADA 11 DRINKING FOUNTAIN DETAILS  
ADA 12 ACCESSIBLE ASSEMBLY SEATING DETAILS  
ADA 13 VERTICAL PLATFORM LIFT DETAILS  
ADA 14 ACCESSIBLE WINDOW, FIRE EXTINGUISHER & ELEC. MOUNTING DTL

**DEMOLITION**

D101A DEMO FIRST FLOOR PLAN – ZONE A  
D101B DEMO FIRST FLOOR PLAN – ZONE B  
D101C DEMO FIRST FLOOR PLAN – ZONE C  
D101D DEMO FIRST FLOOR PLAN – ZONE D  
D101E DEMO FIRST FLOOR PLAN – ZONE E  
D102A DEMO SECOND FLOOR PLAN – ZONE A  
D102B DEMO SECOND FLOOR PLAN – ZONE B  
D102C DEMO SECOND FLOOR PLAN – ZONE C  
D102D DEMO SECOND FLOOR PLAN – ZONE D  
D102E DEMO SECOND FLOOR PLAN – ZONE E  
D103B DEMO THIRD FLOOR PLAN – ZONE B  
D103C DEMO THIRD FLOOR PLAN – ZONE C  
D103D DEMO THIRD FLOOR PLAN – ZONE D  
D104C DEMO FOURTH FLOOR PLAN – ZONE C  
D104D DEMO FOURTH FLOOR PLAN – ZONE D  
D105 DEMO FIFTH FLOOR PLAN

**STRUCTURAL**

S100 STRUCTURAL PLANS AND DETAILS

**ARCHITECTURAL**

A101 FIRST FLOOR COMPOSITE PLAN  
A101A FIRST FLOOR PLAN – ZONE A  
A101B FIRST FLOOR PLAN – ZONE B  
A101C FIRST FLOOR PLAN – ZONE C  
A101D FIRST FLOOR PLAN – ZONE D  
A101E FIRST FLOOR PLAN – ZONE E  
A102 SECOND FLOOR COMPOSITE PLAN  
A102A SECOND FLOOR PLAN – ZONE A



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|-------|--|
| A102B | SECOND FLOOR PLAN – ZONE B             |
| A102C | SECOND FLOOR PLAN – ZONE C             |
| A102D | SECOND FLOOR PLAN – ZONE D             |
| A102E | SECOND FLOOR PLAN – ZONE E             |
| A103  | THIRD FLOOR COMPOSITE PLAN             |
| A103A | THIRD FLOOR PLAN – ZONE A              |
| A103B | THIRD FLOOR PLAN – ZONE B              |
| A103C | THIRD FLOOR PLAN – ZONE C              |
| A103D | THIRD FLOOR PLAN – ZONE D              |
| A104  | FOURTH FLOOR COMPOSITE PLAN            |
| A104C | FOURTH FLOOR PLAN – ZONE C             |
| A104D | FIRST FLOOR PLAN – ZONE D              |
| A105C | FIFTH FLOOR PLAN – ZONE C              |
| A201  | EXTERIOR ELEVATIONS AND DETAILS        |
| A301A | ROOF PLAN – ZONE A                     |
| A301B | ROOF PLAN – ZONE B                     |
| A301C | ROOF PLAN – ZONE C                     |
| A301D | ROOF PLAN – ZONE D                     |
| A301E | ROOF PLAN – ZONE E                     |
| A302  | ROOF DETAILS                           |
| A303  | ROOF DETAILS                           |
| A401  | DOOR SCHEDULE AND DETAILS              |
| A501  | LADDER DETAILS                         |
| A601  | VERTICAL CIRCULATION                   |
| A701  | ENLARGED PLANS AND INTERIOR ELEVATIONS |
| A702  | ENLARGED PLANS AND INTERIOR ELEVATIONS |
| A703  | ENLARGED PLANS AND INTERIOR ELEVATIONS |
| A704  | ENLARGED PLANS AND INTERIOR ELEVATIONS |
| A705  | ENLARGED PLANS AND INTERIOR ELEVATION  |
| A706  | ENLARGED PLANS AND INTERIOR ELEVATION  |
| A801  | ENLARGED REFLECTED CEILING PLANS       |
| A802  | ENLARGED REFLECTED CEILING PLANS       |
| A900  | ROOM FINISH SCHEDULE                   |
| A901  | ENLARGED FINISH FLOOR PLANS            |

#### **MECHANICAL**

|        |  |
|--------|--|
| M000   | LEGENDS                                  |
| M001   | SCHEDULES AND NOTES                      |
| MD101A | FIRST FLOOR MECHANICAL DEMO PLAN AREA A  |
| MD101D | FIRST FLOOR MECHANICAL DEMO PLAN AREA D  |
| MD101E | FIRST FLOOR MECHANICAL DEMO PLAN AREA E  |
| MD102D | SECOND FLOOR MECHANICAL DEMO PLAN AREA D |
| MD102E | SECOND FLOOR MECHANICAL DEMO PLAN AREA E |
| MD103D | THIRD FLOOR MECHANICAL DEMO PLAN AREA D  |
| M101A  | FIRST FLOOR MECHANICAL PLAN AREA A       |
| M101D  | FIRST FLOOR MECHANICAL PLAN AREA D       |
| M101E  | FIRST FLOOR MECHANICAL PLAN AREA E       |
| M102C  | SECOND FLOOR MECHANICAL PLAN AREA C      |
| M102D  | SECOND FLOOR MECHANICAL PLAN AREA D      |
| M102E  | SECOND FLOOR MECHANICAL PLAN AREA E      |
| M103C  | THIRD FLOOR MECHANICAL PLAN AREA C       |
| M103D  | THIRD FLOOR MECHANICAL PLAN AREA D       |
| M104C  | FOURTH FLOOR MECHANICAL PLAN AREA C      |
| M104D  | FOURTH FLOOR MECHANICAL PLAN AREA D      |

#### **PLUMBING**

|      |                                     |
|------|-------------------------------------|
| P000 | PLUMBING LEGENDS, SCHEDULES & NOTES |
|------|-------------------------------------|



|        |  |
|--------|--|
| PD101A | FIRST FLOOR PLUMBING DEMO PLAN AREA A  |
| PD101B | FIRST FLOOR PLUMBING DEMO PLAN AREA B  |
| PD101D | FIRST FLOOR PLUMBING DEMO PLAN AREA D  |
| PD101E | FIRST FLOOR PLUMBING DEMO PLAN AREA E  |
| PD102D | SECOND FLOOR PLUMBING DEMO PLAN AREA D |
| PD102E | SECOND FLOOR PLUMBING DEMO PLAN AREA E |
| PD103C | THIRD FLOOR PLUMBING DEMO PLAN AREA C  |
| PD103D | THIRD FLOOR PLUMBING DEMO PLAN AREA D  |
| PD104D | FOURTH FLOOR PLUMBING DEMO PLAN AREA D |
| P101A  | FIRST FLOOR PLUMBING PLAN AREA A       |
| P101B  | FIRST FLOOR PLUMBING PLAN AREA B       |
| P101D  | FIRST FLOOR PLUMBING PLAN AREA D       |
| P101E  | FIRST FLOOR PLUMBING PLAN AREA E       |
| P102D  | SECOND FLOOR PLUMBING PLAN AREA D      |
| P102E  | SECOND FLOOR PLUMBING PLAN AREA E      |
| P103C  | THIRD FLOOR PLUMBING PLAN AREA C       |
| P103D  | THIRD FLOOR PLUMBING PLAN AREA D       |
| P104D  | FOURTH FLOOR PLUMBING PLAN AREA D      |

#### **ELECTRICAL**

|       |   |
|-------|---|
| E000  | NOTES, SYMBOLS, LEGEND & FIXTURE SCHEDULE |
| E101A | FIRST FLOOR PLAN ZONE A - ELECTRICAL      |
| E101B | FIRST FLOOR PLAN ZONE B - ELECTRICAL      |
| E101C | FIRST FLOOR PLAN ZONE C - ELECTRICAL      |
| E101D | FIRST FLOOR PLAN ZONE D - ELECTRICAL      |
| E101E | FIRST FLOOR PLAN ZONE E - ELECTRICAL      |
| E102A | SECOND FLOOR PLAN ZONE A - ELECTRICAL     |
| E102B | SECOND FLOOR PLAN ZONE B - ELECTRICAL     |
| E102C | SECOND FLOOR PLAN ZONE C - ELECTRICAL     |
| E102D | SECOND FLOOR PLAN ZONE D - ELECTRICAL     |
| E102E | SECOND FLOOR PLAN ZONE E - ELECTRICAL     |
| E103B | THIRD FLOOR PLAN ZONE B - ELECTRICAL      |
| E103C | THIRD FLOOR PLAN ZONE C - ELECTRICAL      |
| E103D | THIRD FLOOR PLAN ZONE D - ELECTRICAL      |
| E104C | FOURTH FLOOR PLAN ZONE C - ELECTRICAL     |
| E104D | FOURTH FLOOR PLAN ZONE D - ELECTRICAL     |
| E300  | ELECTRICAL RIDER DIAGRAM                  |
| E400  | ELECTRICAL DETAILS                        |

|        |                                     |
|--------|-------------------------------------|
| FA101A | FIRST FLOOR FIRE ALARM PLAN AREA A  |
| FA101B | FIRST FLOOR FIRE ALARM PLAN AREA B  |
| FA101C | FIRST FLOOR FIRE ALARM PLAN AREA C  |
| FA101D | FIRST FLOOR FIRE ALARM PLAN AREA D  |
| FA101E | FIRST FLOOR FIRE ALARM PLAN AREA E  |
| FA102A | SECOND FLOOR FIRE ALARM PLAN AREA A |
| FA102B | SECOND FLOOR FIRE ALARM PLAN AREA B |
| FA102C | SECOND FLOOR FIRE ALARM PLAN AREA C |
| FA102D | SECOND FLOOR FIRE ALARM PLAN AREA D |
| FA102E | SECOND FLOOR FIRE ALARM PLAN AREA E |
| FA103B | THIRD FLOOR FIRE ALARM PLAN AREA B  |
| FA103C | THIRD FLOOR FIRE ALARM PLAN AREA C  |
| FA103D | THIRD FLOOR FIRE ALARM PLAN AREA D  |
| FA104C | FOURTH FLOOR FIRE ALARM PLAN AREA C |
| FA104D | FOURTH FLOOR FIRE ALARM PLAN AREA D |

#### **FOOD SERVICE**

|      |                             |
|------|-----------------------------|
| FS-1 | FOOD SERVICE EQUIPMENT PLAN |
|------|-----------------------------|



FS-2      FOOD SERVICE UTILITY PLAN

All drawings are dated June 24, 2013.

END 00 0115



4370 VANADILL DRIVE

LISLE, IL 60632

TELEPHONE 630-795-7460      FACSIMILE 630-719-1623

### ARTHUR ASHE JR ELEMENTARY SCHOOL

#### DRAWING LIST

|       |                                     |       |                                      |
|-------|-------------------------------------|-------|--------------------------------------|
| A-0   | SITE PLANS                          | E1-01 | ELECTRICAL NOTES AND CODE MATRIX     |
| A-1   | FIRST FLOOR PLAN                    | E1-02 | ELECTRICAL SYMBOLS & ABBREVIATIONS   |
| A-2   | SECOND FLOOR PLAN                   | E2-01 | FIRST FLOOR ELECTRICAL PLAN          |
| A-3   | THIRD FLOOR PLAN                    | E2-02 | SECOND FLOOR ELECTRICAL PLAN         |
| A-4   | ROOF PLAN                           | E2-03 | THIRD FLOOR ELECTRICAL PLAN          |
| A-5   | BUILDING ELEVATIONS                 | E2-04 | ROOF ELECTRICAL PLAN                 |
| A-6   | BUILDING ELEVATIONS AND DETAILS     | E3-01 | ELECTRICAL RISER DIAGRAM & SCHEDULES |
| M1-01 | MECHANICAL NOTES AND SPECIFICATIONS | P1-01 | PLUMBING NOTES AND SYMBOLS           |
| M2-01 | FIRST FLOOR MECHANICAL PLAN         | P2-02 | SECOND FLOOR PLUMBING PLAN           |
| M2-02 | SECOND FLOOR MECHANICAL PLAN        | P2-03 | THIRD FLOOR PLUMBING PLAN            |
| M2-03 | THIRD FLOOR MECHANICAL PLAN         |       |                                      |
| M2-04 | ROOF MECHANICAL PLAN                |       |                                      |



**EXHIBIT 3 –EXCEPTIONS/CLARIFICATIONS TO CONSTRUCTION DRAWINGS  
AND SPECIFICATIONS**

Design-Builder acknowledges submission of Construction Drawings and Specifications as shown on Exhibit 2 and notes the following exceptions/clarifications, as attached:



## **All Schools**

K.R. Miller Contractors, Inc's General Conditions and Requirements include personnel required for ontime completion of the project and are not based on PBC's standard personnel requirements. All requirements for PBC site representative appurtenances per PBC's Standard Specifications have been eliminated from the scope.

## **Ashe School**

1. Demolition was not included in the PBC OM estimate but is required for installation of new panels as well as demolition and rebuild of CMU walls in boys toilet rooms for installation of new urinals
2. Firestopping has been included for all penetrations as required.
3. Areas must be clean and equipment and material must be removed from work area prior to beginning our work.
4. Requested shut downs by the facility must be timely and not impact schedule.
5. The directive of painting the whole room for indicating any paint the following are included.
6. Reach in freezers and refrigerators by others.
7. Long lead items of booster pump as well as exhaust fans have been identified in previous correspondence.
8. No paint removal from existing wood trim that has existing paint from previous paint work.
9. Delete the scope of work associated with the interior window guards.
10. Delete the scope of work associated with the concrete repairs at the vestibule.

## **Bowen School**

1. Due to time consideration for the time to get new lockers, as many lockers that can be modified with new doors and shelves. ie. Add 11 ADA lockers in boys' locker room will be converted from existing lockers.
2. All materials will color match as close as possible to what is available at the time of the work.
3. Areas must be clean and equipment and material must be removed from work area prior to beginning our work.
4. Requested shut downs by the facility must be timely and not impact schedule.
5. The directive of painting the whole room for indicating any paint the following are excluded:
  - a. a.Main gym - Only the north wall will be painted. The rest of the walls have school related painted signage on walls
  - b. b.The auditorium will be painted only where patching is indicated. (Arch at stage) It is too large of a space to paint based on scope value.
  - c. c.No paint in carpenter shop and wrestling room.
  - d. d.No paint over murals or graphics.
6. Reach in freezers and refrigerators by others.
7. Refurbish cabinets means painted, new hardware if necessary and repair drawers as necessary.
8. No paint removal from existing wood trim that has existing paint from previous paint work.
9. Delete the scope of work associated with the Art Room allowance per the direction of PBC.
10. Delete the scope of work associated with Special Ed Rooms 205 and 205A allowance per the direction of PBC.
11. Delete the scope of work associated with Gym 218A allowance per the direction of PBC.



12. Delete the scope of work associated with the Pool Lift allowance per the direction of PBC.

### **Lawrence School**

1. AHU work only includes coils needing replacement. Steam traps, condensate pumps/valves to be removed for access to be salvaged and reinstalled.
2. Actuators currently disconnected from louvers at AHU will remain disconnected.
3. No temperature controls.
4. AHU currently has non-plenum rated conduit installed in the air chamber. Not in scope.
5. Rooms designated as science labs currently do not have epoxy sinks or science casework. As such, sinks to be replaced in these classrooms will match existing, which are stainless steel.
6. All horizontal domestic hot and cold water piping to be replaced in crawl space. Risers to be replaced only at 117A and south gang bathrooms. As decided at the Design Meetings held by the PBC, the associated work to replace all risers throughout is cost-prohibitive and excluded from our proposal. See plumbing drawings.
7. Existing kitchen has no exhaust hood. Exhaust hood not in scope.
8. Reach-in freezers and refrigerators by others.
9. ~~4' table, hot table, cold table, and cashier stand by Delfield, who can confirm delivery by 12/5/13 and currently has equipment in CPS kitchens. Reach n refrigerators and freezers by CPS.~~
10. Existing painted millwork will be repainted if designated for refinishing in scope.
11. Existing stained millwork will be restained if designated for refinishing in the scope.
12. Handles and drawer pulls only will be provided for existing casework. Replacement locks, where missing, are not to be provided.
13. No painting of metal railings/stairs at corridors.
14. New cores to be provided only for new doors and new hardware to match existing keying system.
15. No paint removal from existing wood trim that has existing paint on it from previous unacceptable paint job. The school previously had volunteers paint the school and there is considerable over-brushing on the stained surfaces/floor/chalkboards. Cleaning this up is wholly excluded from our scope.
16. Due to long lead time, elevator and lift to be installed during Christmas break.
17. Lift to be standard sheet metal enclosure (not all glass). Adjacent railing to be metal (not all glass).
18. Delete portions of work scope of work associated with the downspout repairs. The NE downspout is broken and requires repairs. All other downspouts will remain as-is.
19. Delete the scope of work associated with the Fire Alarm Control Panel. The FACP will remain in the existing MDF room.
20. Delete the installation of serving line. Per direction from CPS on 7/8/13, the serving line and all associated plumbing and electrical work is to be deleted from the scope.
21. Delete the scope of work associated with the condensate pump.
22. Delete the scope of work associated with the basement stairwell. No patchwork will be completed under our scope.



23. Delete the scope of work associated with the lintel replacement.



**EXHIBIT 4 – RESERVED**



**EXHIBIT 5 – DESIGN BUILDER GUARANTEED MAXIMUM PRICE FORM**

*Project Number:* 14

*Design – Builder:* K.R. Miller

*Contract Number:* 1976

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Cost of Construction..... \$8,878,422.00

Cost of Design (Architect and Engineer) Fees ..... \$530,683.00

General Conditions and General Requirements ..... \$1,129,191.00

Design-Builder's Overhead and Fee ..... \$972,007.00

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**GUARANTEED MAXIMUM PRICE**

**\$11,510,303.00**



**EXHIBIT 6 - RESERVED**



## EXHIBIT 7 - COMPENSATION/COST OF THE WORK

### 1. COMPENSATION FOR DESIGN BUILD SERVICES

- a. DESIGN PHASE SERVICES. The Design Builder shall be paid a lump sum fee for Design Phase Services of \$530,683.00 in accordance with Article 7 of Book 1 and Exhibit 5.
- b. DESIGN BUILDER'S OVERHEAD AND FEE. The Design Builder shall be paid a lump sum amount of overhead and fee of \$972,007.00 in accordance with Article 7 of Book 1 and Exhibit 5.

### 2. DESIGN BUILDER'S COMPENSATION FOR CONSTRUCTION PHASE SERVICES

- a. Design Builder shall be paid a lump sum of \$1,129,191.00 as full compensation for General Conditions and for General Requirements; and
- b. a lump sum of \$8,878,422.00 for Construction Costs as provided in Section 8.2 of Book 1 and Exhibit 5.
- c. GENERAL CONDITIONS ITEMS  
The Design Builder's General Conditions include compensation for the following work and services:

- .1 Management, Supervisory and Technical Personnel, including, without limitation:
  - .1 Project Executive
  - .2 Senior Project Manager, Project Manager
  - .3 Assistant Project Manager, Project Engineers
  - .4 MEP Coordinator
  - .5 General Field Superintendent, Senior Field Superintendent
  - .6 Field Superintendent, Assistant Superintendent
  - .7 Timekeeper
  - .8 Secretary, Clerical
  - .9 Accountant
- .2 General and administrative expenses for site office, including, without limitation:
  - .1 Project Office/Field Office
  - .2 Storage Trailers/Sheds
  - .3 Office Supplies Furniture & Equipment  
(Copier, Fax, Computers, Printers, Plotters)
- .3 Communication Equipment
  - .1 Telephone service including local calls and site telephone service.



## **EXHIBIT 7 - COMPENSATION/COST OF THE WORK**

- .2 Mobile Phone Service
- .3 Computer charges, including internet service.
- .4 Miscellaneous
  - .1 Parking, mileage and cab fares.
  - .2 Data processing costs related to the work.

### **d. GENERAL REQUIREMENTS ITEMS**

The Design Builder's General Requirements include compensation for the following work and services:

- .1 Building Layout and Elevation Benchmarks
- .2 Street Cleaning/Snow Removal
- .3 Pest Control
- .4 Access Road Maintenance
- .5 Construction Barricade Graphics
- .6 Temporary Utilities
  - .1 Temporary Gas Lines
  - .2 Temporary Energy Costs (Stated as an Allowance)
  - .3 Temporary Utility Enclosures
  - .4 Temporary Heat
  - .5 Temporary Water for Drinking
- .6 Safety
  - .1 Carpenters for Safety Maintenance
  - .2 Temporary Stair Maintenance
  - .3 Handrails and Toe Board Maintenance
  - .4 Safety Equipment
  - .5 Overhead Protection/Canopies
  - .6 First Aid Supplies
- .7 Watchman Services
- .8 Fences and Gates
- .9 General Cleaning and Disposal
  - .1 General Construction Cleaning
  - .2 Dumpster Container service, removal and disposal
  - .3 Floor Trash Buggies
  - .4 Labor for General Cleanup
- .10 Miscellaneous
  - .1 Monthly Construction Progress Photos
  - .2 Postage/Overnight mail/Messenger Service
  - .3 Out of Town Travel Expenses
  - .4 Temporary Toilets
  - .5 Copier Charges



## **EXHIBIT 7 - COMPENSATION/COST OF THE WORK**

- .6 Bidding Document CD's and Revisions
- .7 Long Distance Communications

- .11 Pre-Conditions Site Survey
- .12 Settlement Survey
- .13 Vibration Monitoring
- .14 Indoor Air Quality Monitoring

### **3. OTHER COMPONENTS OF THE GMP**

- a. [reserved]
- b. The sum of the General Conditions and Requirements, Construction Costs, Cost of Design, and Bonds and Insurance shall be referred to as the Cost of the Work.

### **4. Commission Contingencies, Commission Allowance Items and Design Builder Allowances**

[reserved]

### **5. DESIGN BUILDER'S CONTINGENCY**

[reserved]

### **6. ITEMS NOT INCLUDED IN THE COST OF THE WORK**

The following items are not included and shall not be included in the Cost of the Work.

- a. Salaries and other compensation of the Design Builder's personnel stationed at the Design Builder's principal office or offices other than the Project Site.
- b. Expenses of the Design Builder's principal office and offices, other than the site office.
- c. Overhead and general expenses except as may be set forth in the Agreement or this Exhibit.
- d. The capital expenses of the Design Builder and the subcontractors including interest on capital employed in furtherance of the Work
- e. Costs due to the default or negligence of the Design Builder or anyone directly or indirectly employed by the Design Builder, including without limitation, costs for the correction of damaged, defective or non-confirming Work, except as allowed by the Design Builder's Contingency, disposal and replacement of materials and equipment incorrectly ordered or supplied and repairing damage to property not forming a part of the Work.
- f. Overtime wages or salaries (and fringe benefits related thereto) incurred by the Design Builder as a result of the Design Builder's failure to perform



## **EXHIBIT 7 - COMPENSATION/COST OF THE WORK**

- the work in an timely manner in accordance with the Construction Schedule except as allowed by the Design Builder's Contingency;
- g. Costs that would cause the Project GMP to be exceeded.

### **7. ADMINISTRATION OF ALLOWANCES AND CONTINGENCIES**

- a. Design Builder Allowances. Any Overage on a Design Builder Allowance Item shall be allocated from the Commission Contingency or funded by a Change Order to the Project GMP from other Commission Funds at the Commission's sole discretion. Any such allocation shall be performed pursuant to the Commission's Change Order Process defined in Article 17 of Book 2. In the event that any Design Builder Allowances or partial amounts thereof remain unused at the completion of the Work, the Design Builder shall allocate any such unused amounts to the Commission Contingency. Any such re-allocation shall be made on the Payment Application following the completion of the Work for which the Design Builder Allowance was established.
- b. Design Builder Contingency. In the event that any Design Builder Contingency remains unused at the completion of the Work, the Commission shall issue a deductive Amendment to reduce the GMP so any unused portion of the Design Builder Contingency remains with the Commission.



**EXHIBIT 8 - RESERVED**



## **EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS**

1. The Design-Builder shall furnish proof of its ability to provide the bonds and insurance required by the Contract to the satisfaction of the Commission prior to the commencement of any construction activities on site. With respect to the payment and performance bonds, a letter from the Design-Builder's surety affirming the surety's willingness to provide the Design-Builder's bonds is sufficient. With respect to the insurance, either a letter from the Design-Builder's insurer, or a certificate showing that the Design-Builder currently possesses the required coverage, is sufficient.
2. The insurance requirements for this project are as follows: The Design-Builder must provide and maintain at Design-Builder's 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 Design-Builder returns to perform additional work regarding warranties or for any other purpose.
3. The insurance requirements to be adhered to by the Design-Builder are included in this Exhibit 9.
4. Upon approval by the Commission to commence construction activities, which approval shall be designated by a Notice to Proceed with Construction Activities from the Commission to the Design-Builder, and no less than ten (10) days before the commencement of any construction activities on the site, the Design-Builder must execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents, or such other guarantee as agreed to by the Commission, and evidence of the required insurance coverage.
5. The Performance and Payment Bond shall be in the form provided herein, in the full amount of the Construction GMP, and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Design-Builder 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.
6. The failure of the Design-Builder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within five (5) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible Design-Builder 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 Design-Builder, 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 Design-Builder 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 Design-Builder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the Design-Builder to an extension of time required to complete the Work.



The Design-Builder must provide and maintain at Design-Builder's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. Unless otherwise noted below, 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 Design-Builder or its subcontractors return to perform additional work regarding warranties or for any other purpose, unless otherwise noted below or agreed by the Public Building Commission's Director of Risk Management.

#### **INSURANCE TO BE PROVIDED**

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

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

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. Design-Builder and all subcontractors of every tier will specifically name the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago and others as may be required by the PBC as Additional Insured using ISO CG2010 0443 and CG2037 0443. 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.

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

Subcontractors performing work for Design-Builder 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 Design-Builder must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago and others as may be required by the PBC are to be named as Additional Insured on a primary, non-contributory basis.



Subcontractors performing work for Design-Builder 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 Design-Builder 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 Design-Builder and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago and others as may be required by the PBC, 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 on-going and completed operations. Coverage will include a waiver of subrogation as required below.

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

5) Professional Liability

When Design-Builder performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than ~~\$5,000,000~~ \$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.

In the event that the Design-Builder hires an Architect/Engineer, the Architect/Engineer must maintain limits of not less than ~~\$5,000,000~~ \$1,000,000 per occurrence with the same terms herein. Subcontractors performing professional work for Design-Builder or an Architect/Engineer must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

6) Builders Risk

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

The Public Building Commission of Chicago and the Board of Education of the City of Chicago will be Named Insured 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 PBC Risk Management Department, even if the Project has been put to its intended use.

The Design-Builder 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 Design-Builder.

7) Railroad Protective Liability

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

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

B. ADDITIONAL REQUIREMENTS

Design-Builder must furnish the PBC's 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. Copies of any endorsements or policy language providing Additional Insured or Named Insured status to the entities required above must accompany the Certificate of Insurance upon submission. The Design-Builder 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 Design-Builder is not a waiver by the Commission of any requirements for the Design-Builder to obtain and maintain the specified insurance. The Design-Builder will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Design-Builder of the obligation to provide insurance as specified in this contract. Non-fulfillment of the insurance conditions may constitute a breach of the Contract, and the



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

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

The PBC reserves the right to obtain copies of insurance policies and records.

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

The Design-Builder waives and agrees to cause all their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives.

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

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago will not contribute with insurance provided by the Design-Builder 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 Design-Builder 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 Design-Builder must require all subcontractors to provide the insurance required herein, or Design-Builder may provide the insurance for subcontractors. All subcontractors are subject to the same insurance requirements of Design-Builder unless otherwise specified in this Contract.

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

Design-Builder 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 ~~04-13~~ and the CG2037 ~~04-13~~ or equivalents

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





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: KD

DATE (MM/DD/YYYY)

06/25/13

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

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

|   |                                      |  |  |                       |
|---|--------------------------------------|--|--|-----------------------|
| <b>PRODUCER</b><br>Dohn & Maher Associates<br>4811 Emerson Avenue, Suite 102<br>Palatine, IL 60067-7416<br>Carl E. Dohn Jr. |                                      | <b>Phone:</b> 847-303-6800<br><b>Fax:</b> 847-303-6963 | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b><br><b>E-MAIL:</b><br><b>ADDRESS:</b><br><b>PRODUCER:</b><br><b>CUSTOMER ID #:</b> MILLKC1 | <b>FAX (A/C, No):</b> |
| <b>INSURED</b><br>K. R. Miller Contractors, Inc.<br>1624 Colonial Parkway<br>Inverness, IL 60067                            | <b>INSURER(S) AFFORDING COVERAGE</b> |  |  | <b>NAIC #</b>         |
|   | INSURER A: Westfield Insurance       |  |  | 24112                 |
|   | INSURER B: Great American Ins Co     |  |  |                       |
|   | INSURER C: The Traveler's Companies  |  |  |                       |
|   | INSURER D:                           |  |  |                       |
|   | INSURER E:                           |  |  |                       |
| INSURER F:  |                                      |  |  |                       |

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

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

| INSR LTR | TYPE OF INSURANCE  | ADD'L SUBR INSR / WVD                     | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |               |  |
|----------|--|---|---------------|-------------------------|-------------------------|---|---------------|--|
| A        | <input checked="" type="checkbox"/> GENERAL LIABILITY  |   | CMM5178291    | 04/15/13                | 04/15/14                | EACH OCCURRENCE   | \$ 1,000,000  |  |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY   |   |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)               | \$ 500,000    |  |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                           |   |               |                         |                         | MED EXP (Any one person)                                | \$ 15,000     |  |
|          |  |   |               |                         |                         | PERSONAL & ADV INJURY                                   | \$ 1,000,000  |  |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:   |   |               |                         |                         | GENERAL AGGREGATE                                       | \$ 2,000,000  |  |
|          | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC |   |               |                         |                         | PRODUCTS - COMP/OP AGG                                  | \$ 2,000,000  |  |
|          |  |   |               |                         |                         |   | \$            |  |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY   |   | CMM5178291    | 04/15/13                | 04/15/14                | COMBINED SINGLE LIMIT (Ea accident)                     | \$ 1,000,000  |  |
|          | <input checked="" type="checkbox"/> ANY AUTO   |   |               |                         |                         | BODILY INJURY (Per person)                              | \$            |  |
|          | <input type="checkbox"/> ALL OWNED AUTOS   |   |               |                         |                         | BODILY INJURY (Per accident)                            | \$            |  |
|          | <input type="checkbox"/> SCHEDULED AUTOS   |   |               |                         |                         | PROPERTY DAMAGE (Per accident)                          | \$            |  |
|          | <input checked="" type="checkbox"/> HIRED AUTOS  |   |               |                         |                         | \$  |               |  |
|          | <input checked="" type="checkbox"/> NON-OWNED AUTOS  |   |               |                         |                         | \$  |               |  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB  | <input checked="" type="checkbox"/> OCCUR | CMM5178291    | 04/15/13                | 04/15/14                | EACH OCCURRENCE   | \$ 10,000,000 |  |
|          | <input type="checkbox"/> EXCESS LIAB   | <input type="checkbox"/> CLAIMS-MADE      |               |                         |                         | AGGREGATE   | \$ 10,000,000 |  |
|          | <input type="checkbox"/> DEDUCTIBLE  |   |               |                         |                         |   | \$            |  |
|          | <input type="checkbox"/> RETENTION \$  |   |               |                         |                         |   | \$            |  |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  | Y/N                                       | WCP7547148    | 04/15/13                | 04/15/14                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS |               |  |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                              | N   |               |                         |                         | E.L. EACH ACCIDENT                                      | \$ 500,000    |  |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below   |   |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                              | \$ 500,000    |  |
|          |  |   |               |                         |                         | E.L. DISEASE - POLICY LIMIT                             | \$ 500,000    |  |
| B        | Pollution Liability  |   | CSE3948874 01 | 01/10/13                | 01/10/14                | \$1MM/\$1MM   | Limits        |  |
| C        | Builders Risk  |   | QT6602C422006 | 04/12/13                | 04/12/14                | \$4MM   | Limits        |  |

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

Re: Contract #PS1976 School Renovation, CPS School Investment Program  
Project #14. The following are included as Additional Insured to General Liability (coverage form attached), Automobile and Umbrella as required by written contract with respects to work performed by the Named Insured: See Attached.

**CERTIFICATE HOLDER****CANCELLATION****PUBLIC5**

Public Building Commission  
of Chicago  
50 West Washington Room 200  
Chicago, IL 60602

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

AUTHORIZED REPRESENTATIVE

*Carl Dohn Jr.*



**NOTEPAD:**

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

MILLKC1  
OP ID: KD

PAGE 2  
DATE 06/25/13

Additional Insureds: Public Building Commission of Chicago; Board of Education of the City of Chicago; City of Chicago.

The General Liability & Automobile 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 and Workers Compensation coverage as required by written contract.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

ANY PERSONS OR ORGANIZATIONS WHEN YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSONS OR ORGANIZATIONS BE ADDED AS ADDITIONAL INSURED.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. **Section 11 - Who Is An Insured** is amended include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This exclusion does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in

connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**  
SEE WORDING BELOW

**Location And Description of Completed Operations:**  
ANY PERSONS OR ORGANIZATIONS WHEN YOU HAVE AGREED IN WRITING IN A  
CONTRACT OR AGREEMENT THAT SUCH PERSONS OR ORGANIZATIONS BE ADDED AS AN  
ADDITIONAL INSURED.

**Additional Premium:**  
INCL

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II - Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **OTHER INSURANCE CONDITION AMENDED**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, Condition 4. of Section IV - Commercial General Liability Conditions is deleted and replaced by the following:

#### **4. Other Insurance**

If other valid and collectible insurance is available for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

##### **a. Primary Insurance**

This insurance is primary and non-contributory except when b. below applies.

##### **b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work;"
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject

to Exclusion g. of Section I - Coverage A.

- (4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

**Name Of Person Or Organization:**

Any person or organization for whom you are required in a written contract or agreement to include a waiver of transfer of rights of recovery against others to us, provided the "bodily injury" or "property damage" occurs subsequent to the execution of the written agreement.

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

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

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



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**BUSINESS AUTO EXPANDED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**SCHEDULE**

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. Who Is An Insured broadened:**
  - Additional Insured by Contract, Agreement or Permit
  - Legally Incorporated Subsidiaries
  - Newly Acquired Organizations
- B. Supplementary Payments**
  - Bail Bonds - \$5000
  - Loss of Earnings - \$500
- C. Fellow Employee Exclusion Amendment**
- D. Coverage Extensions**
  - Transportation Expenses
  - Personal Effects (Excess Basis)
- E. Additional Coverages**
  - Expenses paid for returning a stolen covered auto
  - Fire Department Service Charge
- F. Airbag Coverage - Accidental Discharge**
- G. Glass Repair - Waiver of Deductible**
- H. Knowledge and Notice of an Accident, Claim or Suit**
- I. Unintentional Failure To Disclose Hazards**
- J. Worldwide Coverage**
- K. Definitions**
  - Bodily Injury Redefined

In addition to the policy amendments contained in A. through K. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Business Auto Expanded Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 04 44

**A. WHO IS AN INSURED BROADENED**

**SECTION II - LIABILITY COVERAGE, item A. Coverage, 1. Who Is An Insured** is amended to include the following additional paragraphs:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a

policy but for its termination or the exhaustion of its limit of insurance.

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:



- (1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
- (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

#### B. SUPPLEMENTAL PAYMENTS

**SECTION II - LIABILITY COVERAGE, item A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, subparagraphs (2) and (4) are deleted and replaced with the following:**

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earnings up to \$500 per day because of time off from work.

#### C. FELLOW EMPLOYEE EXCLUSION AMENDMENT

**SECTION II - LIABILITY COVERAGE, item B. Exclusions, 5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

#### D. COVERAGE EXTENSIONS

**SECTION III - PHYSICAL DAMAGE COVERAGE, Item A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is replaced with the following:

##### a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item 4. **Coverage Extensions:**

##### c. Personal Effects

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

#### E. ADDITIONAL COVERAGES

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage,** is amended to include the following additional coverage items:

5. We will pay the expense of returning a stolen covered "auto" to you.
6. **Fire Department Service Charge**

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to \$1,000 for your liability for Fire Department Service Charges:

- (a) Assumed by contract or agreement prior to loss; or
- (b) Required by local ordinance.

No deductible applies to this additional coverage.

#### F. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE

**SECTION III - PHYSICAL DAMAGE COVERAGE, Item B. Exclusions, subparagraph 3.a.** is deleted and replaced with the following:

- a. Wear and tear, freezing, mechanical or electrical breakdown.



Mechanical breakdown does not apply to the accidental discharge of an airbag.

**G. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

**SECTION III - PHYSICAL DAMAGE COVERAGE**, item D. **Deductible** the following paragraph is added:

No deductible shall apply to glass damage if the glass is repaired rather than replaced.

**H. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT**

**SECTION IV - BUSINESS AUTO CONDITIONS**, Item A. **Loss Conditions** is amended as follows:

Subparagraph a. under Item 2. **Duties In The Event Of Accident, Claim, Suit Or Loss**, is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

Subparagraph b.(2) under 2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is amended as follows:

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

**I. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Under **SECTION IV - BUSINESS AUTO CONDITIONS**, B. **General Conditions**, 2. **Concealment, Misrepresentation Or Fraud** is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

**J. WORLDWIDE COVERAGE**

Under **SECTION IV - BUSINESS AUTO CONDITIONS**, B. **General Conditions**, 7. **Policy Period, Coverage Territory**, subparagraph (5) is deleted and replaced with the following:

(5) Anywhere in the world, if:

- (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and
- (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.
- (c) If, for such "autos" a "suit" is brought outside the territory described in 7.(1) through 7.(4) above, we will reimburse the insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages.

**K. DEFINITIONS**

Under **SECTION V - DEFINITIONS**, Item C. is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, item c.** is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF  
RECOVERY AGAINST OTHERS TO US  
(WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**  
**Automatic Status when required by Contract**

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

**The Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



---

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

POLICY NUMBER: WCP 7547148  
EFFECTIVE DATE: 04/15/13  
INSURER: AMERICAN SELECT INSURANCE COMPANY  
CARRIER CODE: 35939  
NAMED INSURED: K R MILLER CONTRACTORS INC  
AGENCY NUMBER: 12-1316

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

PRINCIPAL:

ANY ✓

DESCRIBED OPERATIONS:

ANY OPERATIONS OF THE INSURED ✓

MINIMUM PREM/FLAT CHARGE: 2000

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: KD

DATE (MM/DD/YYYY)

06/25/13

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

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

|   |  |  |  |                       |
|---|--|--|--|-----------------------|
| <b>PRODUCER</b><br>Dohn & Maher Associates<br>4811 Emerson Avenue, Suite 102<br>Palatine, IL 60067-7416<br>Carl E. Dohn Jr. |  | <b>Phone:</b> 847-303-6800<br><b>Fax:</b> 847-303-6963 | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b><br><b>E-MAIL ADDRESS:</b><br><b>PRODUCER CUSTOMER ID #:</b> MILLKC1 | <b>FAX (A/C, No):</b> |
| <b>INSURED</b><br>K. R. Miller Contractors, Inc.<br>1624 Colonial Parkway<br>Inverness, IL 60067                            | <b>INSURER(S) AFFORDING COVERAGE</b>       |  |  | <b>NAIC #</b>         |
|   | <b>INSURER A:</b> Westfield Insurance      |  |  | 24112                 |
|   | <b>INSURER B:</b> Great American Ins Co    |  |  |                       |
|   | <b>INSURER C:</b> The Traveler's Companies |  |  |                       |
|   | <b>INSURER D:</b>                          |  |  |                       |
|   | <b>INSURER E:</b>                          |  |  |                       |
| <b>INSURER F:</b>   |  |  |  |                       |

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

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

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|--------------------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> GENERAL LIABILITY  |                    | CMM5178291    | 04/15/13                | 04/15/14                | EACH OCCURRENCE \$ 1,000,000   |
|          | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |                    |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000                                   |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                           |                    |               |                         |                         | MED EXP (Any one person) \$ 15,000   |
|          |  |                    |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER  |                    |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000   |
|          | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC |                    |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000  |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY   |                    | CMM5178291    | 04/15/13                | 04/15/14                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                                       |
|          | <input type="checkbox"/> ANY AUTO  |                    |               |                         |                         | BODILY INJURY (Per person) \$  |
|          | <input type="checkbox"/> ALL OWNED AUTOS   |                    |               |                         |                         | BODILY INJURY (Per accident) \$  |
|          | <input checked="" type="checkbox"/> SCHEDULED AUTOS  |                    |               |                         |                         | PROPERTY DAMAGE (Per accident) \$  |
|          | <input checked="" type="checkbox"/> HIRED AUTOS  |                    |               |                         |                         | \$   |
|          | <input checked="" type="checkbox"/> NON-OWNED AUTOS  |                    |               |                         |                         | \$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR              |                    | CMM5178291    | 04/15/13                | 04/15/14                | EACH OCCURRENCE \$ 10,000,000  |
|          | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE                                |                    |               |                         |                         | AGGREGATE \$ 10,000,000  |
|          | <input type="checkbox"/> DEDUCTIBLE  |                    |               |                         |                         | \$   |
|          | RETENTION \$   |                    |               |                         |                         | \$   |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  | Y/N N              | WCP7547148    | 04/15/13                | 04/15/14                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                              | N/A                |               |                         |                         | E.L. EACH ACCIDENT \$ 500,000  |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below:  |                    |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 500,000  |
|          |  |                    |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 500,000   |
| B        | Pollution Liability  |                    | CSE3948874 01 | 01/10/13                | 01/10/14                | \$1MM/\$1MM Limits   |
| C        | Builders Risk  |                    | QT6602C422006 | 04/12/13                | 04/12/14                | \$4MM Limits   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: Contract #PS1969 School Renovation, CPS School Investment Program  
Project #7. The following are included as Additional Insured to General Liability (coverage form attached), Automobile and Umbrella as required by written contract with respects to work performed by the Named Insured: See Attached.

**CERTIFICATE HOLDER****CANCELLATION**

PUBMBRE

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

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

AUTHORIZED REPRESENTATIVE

COI - miller cmc - SIP14 PS 1969 - 20140416



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

ANY PERSONS OR ORGANIZATIONS WHEN YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSONS OR ORGANIZATIONS BE ADDED AS ADDITIONAL INSUREDS.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section 11 - Who Is An Insured** is amended include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This exclusion does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in

connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**  
SEE WORDING BELOW

**Location And Description of Completed Operations:**  
ANY PERSONS OR ORGANIZATIONS WHEN YOU HAVE AGREED IN WRITING IN A  
CONTRACT OR AGREEMENT THAT SUCH PERSONS OR ORGANIZATIONS BE ADDED AS AN  
ADDITIONAL INSURED.

**Additional Premium:**  
INCL

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II - Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **OTHER INSURANCE CONDITION AMENDED**

This endorsement modifies Insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, Condition 4. of Section IV - Commercial General Liability Conditions is deleted and replaced by the following:

#### **4. Other Insurance**

If other valid and collectible insurance is available for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

##### **a. Primary Insurance**

This insurance is primary and non-contributory except when b. below applies.

##### **b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work;"
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject

to Exclusion g. of Section I - Coverage A.

- (4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

**Name Of Person Or Organization:**

Any person or organization for whom you are required in a written contract or agreement to include a waiver of transfer of rights of recovery against others to us, provided the "bodily injury" or "property damage" occurs subsequent to the execution of the written agreement.

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

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

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



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**BUSINESS AUTO EXPANDED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**SCHEDULE**

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. Who Is An Insured broadened:**
  - Additional Insured by Contract, Agreement or Permit
  - Legally Incorporated Subsidiaries
  - Newly Acquired Organizations
- B. Supplementary Payments**
  - Bail Bonds - \$5000
  - Loss of Earnings - \$500
- C. Fellow Employee Exclusion Amendment**
- D. Coverage Extensions**
  - Transportation Expenses
  - Personal Effects (Excess Basis)
- E. Additional Coverages**
  - Expenses paid for returning a stolen covered auto
  - Fire Department Service Charge
- F. Airbag Coverage - Accidental Discharge**
- G. Glass Repair - Waiver of Deductible**
- H. Knowledge and Notice of an Accident, Claim or Suit**
- I. Unintentional Failure To Disclose Hazards**
- J. Worldwide Coverage**
- K. Definitions**
  - Bodily Injury Redefined

In addition to the policy amendments contained in A. through K. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Business Auto Expanded Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 04 44

**A. WHO IS AN INSURED BROADENED**

**SECTION II - LIABILITY COVERAGE, item A. Coverage, 1. Who Is An Insured** is amended to include the following additional paragraphs:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a

policy but for its termination or the exhaustion of its limit of insurance.

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:



- (1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
- (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

#### **B. SUPPLEMENTAL PAYMENTS**

**SECTION II - LIABILITY COVERAGE**, item A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, subparagraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 per day because of time off from work.

#### **C. FELLOW EMPLOYEE EXCLUSION AMENDMENT**

**SECTION II - LIABILITY COVERAGE**, item B. Exclusions, 5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

#### **D. COVERAGE EXTENSIONS**

**SECTION III - PHYSICAL DAMAGE COVERAGE**, Item A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is replaced with the following:

##### **a. Transportation Expenses**

We will pay up to \$100 per day to a maximum of \$1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item 4. Coverage Extensions:

##### **c. Personal Effects**

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

#### **E. ADDITIONAL COVERAGES**

**SECTION III - PHYSICAL DAMAGE COVERAGE**, A. Coverage, is amended to include the following additional coverage items:

5. We will pay the expense of returning a stolen covered "auto" to you.

##### **6. Fire Department Service Charge**

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to \$1,000 for your liability for Fire Department Service Charges:

- (a) Assumed by contract or agreement prior to loss; or
- (b) Required by local ordinance.

No deductible applies to this additional coverage.

#### **F. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE**

**SECTION III - PHYSICAL DAMAGE COVERAGE**, Item B. Exclusions, subparagraph 3.a. is deleted and replaced with the following:

- a. Wear and tear, freezing, mechanical or electrical breakdown.



Mechanical breakdown does not apply to the accidental discharge of an airbag.

**G. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

**SECTION III - PHYSICAL DAMAGE COVERAGE**, item D. **Deductible** the following paragraph is added:

No deductible shall apply to glass damage if the glass is repaired rather than replaced.

**H. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT**

**SECTION IV - BUSINESS AUTO CONDITIONS**, Item A. **Loss Conditions** is amended as follows:

Subparagraph a. under Item 2. **Duties In The Event Of Accident, Claim, Suit Or Loss**, is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

Subparagraph b.(2) under 2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is amended as follows:

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

**I. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Under **SECTION IV - BUSINESS AUTO CONDITIONS**, B. **General Conditions**, 2. **Concealment, Misrepresentation Or Fraud** is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

**J. WORLDWIDE COVERAGE**

Under **SECTION IV - BUSINESS AUTO CONDITIONS**, B. **General Conditions**, 7. **Policy Period, Coverage Territory**, subparagraph (5) is deleted and replaced with the following:

(5) Anywhere in the world, if:

- (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and
- (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.
- (c) If, for such "autos" a "suit" is brought outside the territory described in 7.(1) through 7.(4) above, we will reimburse the insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages.

**K. DEFINITIONS**

Under **SECTION V - DEFINITIONS**, Item C. is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, item c.** is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF  
RECOVERY AGAINST OTHERS TO US  
(WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**  
**Automatic Status when required by Contract**

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



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## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

POLICY NUMBER: WCP 7547148  
EFFECTIVE DATE: 04/15/13  
INSURER: AMERICAN SELECT INSURANCE COMPANY  
CARRIER CODE: 35939  
NAMED INSURED: K R MILLER CONTRACTORS INC  
AGENCY NUMBER: 12-1316

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

#### Schedule

PRINCIPAL:

ANY ✓

DESCRIBED OPERATIONS:

ANY OPERATIONS OF THE INSURED ✓

MINIMUM PREM/FLAT CHARGE: 2000

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_



## Performance Bond

**CONTRACTOR:**

(Name, legal status and address)

**K. R. MILLER CONTRACTORS, INC.**  
1624 Colonial Parkway

Inverness, IL 60067-4725

**SURETY:**

(Name, legal status and principal place of business)

**Liberty Mutual Insurance Company**  
175 Berkeley Street

Boston, MA 02116

**OWNER:**

(Name, legal status and address)

**Public Building Commission Of The City  
Of Chicago**  
50 West Washington Street

Chicago, IL 60602

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond

**CONSTRUCTION CONTRACT**

Date: **6/21/2013**

Amount: **\$13,900,000.00**

**Description:**

**Contract No.: PS1976, Facility#s: Ashe, Bowen, Lawrence.**

(Name and location)

**BOND 268003352**

Date: June 24, 2013

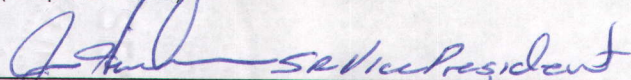
(Not earlier than Construction Contract Date)

Amount: **\$13,900,000.00**

Modifications to this Bond: ☒ None ☐ See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: **K. R. MILLER CONTRACTORS, INC.**  
(Corporate Seal)

  
Name and Title: **JIM HEIDORN**

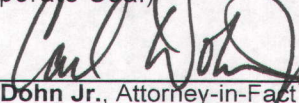
(Any additional signatures appear on the last page of this Performance Bond)  
(FOR INFORMATION ONLY— Name, address and telephone)

**AGENT or BROKER:**

**DOHN & MAHER ASSOCIATES**  
4811 Emerson Avenue, Suite 102  
Palatine, IL 60067

**SURETY**

Company: **Liberty Mutual Insurance Company**  
(Corporate Seal)

  
Carl Dohn Jr., Attorney-in-Fact

**OWNER'S REPRESENTATION:**

(Architect, Engineer or other party:)



§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- 1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- 3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 the Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor





# AIA Document A312™ – 2010

## Payment Bond

### CONTRACTOR:

(Name, legal status and address)

**K. R. MILLER CONTRACTORS, INC.**  
1624 Colonial Parkway

Inverness, IL 60067-4725

### SURETY:

(Name, legal status and principal place of business)

**Liberty Mutual Insurance Company**  
175 Berkeley Street

Boston, MA 02116

### OWNER:

(Name, legal status and address)

**Public Building Commission Of The City  
Of Chicago**  
50 West Washington Street

Chicago, IL 60602

### CONSTRUCTION CONTRACT

Date: **6/21/2013**

Amount: **\$13,900,000.00**

### Description:

**Contract No.: PS1976, Facility#s: Ashe, Bowen, Lawrence.**

(Name and location)

### BOND 268003352

Date: **June 24, 2013**

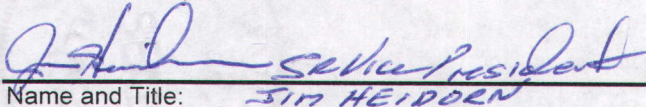
(Not earlier than Construction Contract Date)

Amount: **\$13,900,000.00**

Modifications to this Bond: ☒ None ☐ See Section 18

### CONTRACTOR AS PRINCIPAL

Company: **K. R. MILLER CONTRACTORS, INC.**  
(Corporate Seal)

  
Name and Title: **JIM HEIDORN**

(Any additional signatures appear on the last page of this Performance Bond)  
(FOR INFORMATION ONLY— Name, address and telephone)

### AGENT or BROKER:

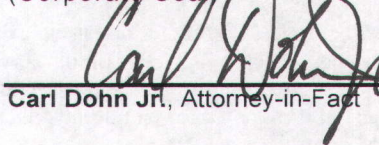
**DOHN & MAHER ASSOCIATES**

4811 Emerson Avenue, Suite 102

Palatine, IL 60067

### SURETY

Company: **Liberty Mutual Insurance Company**  
(Corporate Seal)

  
Carl Dohn Jr., Attorney-in-Fact

### OWNER'S REPRESENTATION:

(Architect, Engineer or other party)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond



§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to

Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

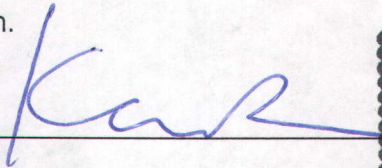


STATE OF Illinois  
COUNTY OF Cook

On this 24th day of June 2013, 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





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

Liberty Mutual Insurance Company  
Peerless Insurance Company

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, 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, **CARL DOHN, JR.; GARY W. PETRIE; JACQUELINE BRENNER; JEFFREY S. MOORE; KAREN DOHN; PATSY COLLAZO; SUSAN MURRAY; WILLIAM P. MAHER** .....

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 25th day of July, 2012.



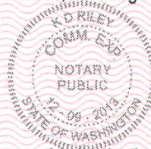
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
Peerless Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 25th day of July, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless 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 Gregory W. Davenport, Assistant Secretary to appoint such attorney-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, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless 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 24th day of June, 20 13.



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



## **EXHIBIT 10 - COMMUNITY AREA MAPS**

Maps for Community Zone Areas A, B, and C as delineated in the maps attached hereto.

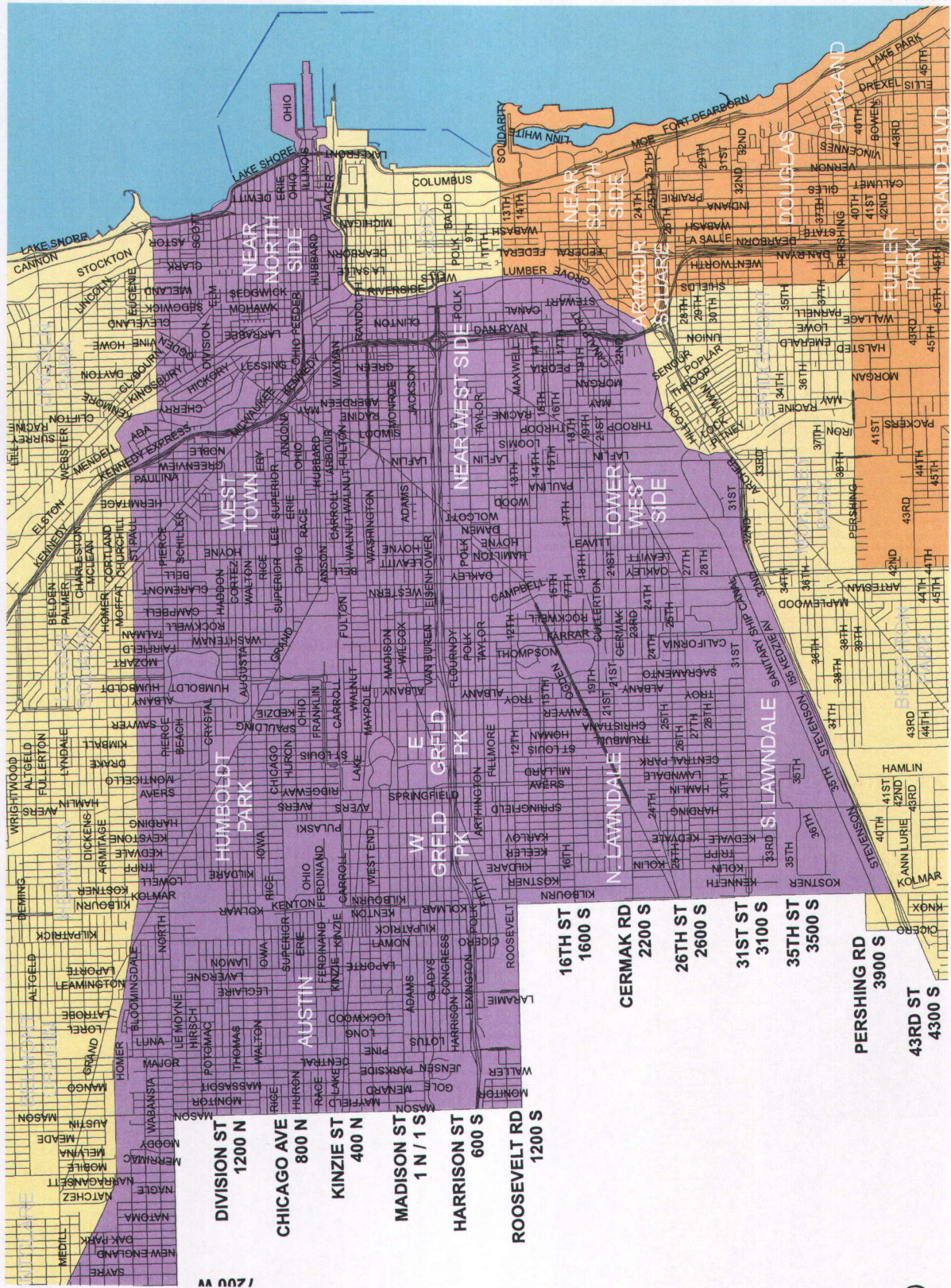








# CPS School Investment Program Community Hiring Zone B



- Zone A
- Zone B
- Zone C

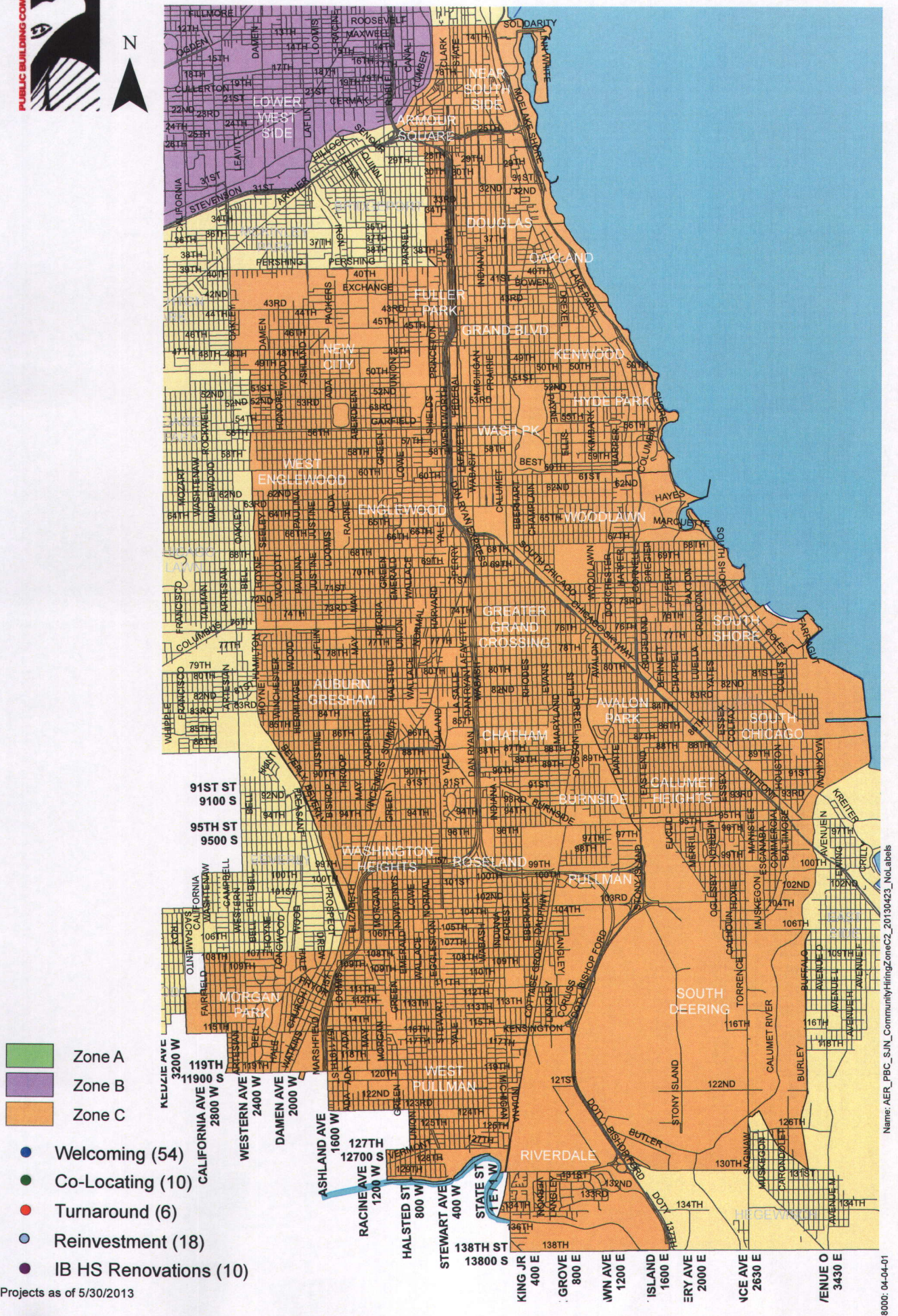
- Welcoming (54)
- Co-Locating (10)
- Turnaround (6)
- Reinvestment (18)
- IB HS Renovations (10)

Projects as of 5/30/2013





# CPS School Investment Program Community Hiring Zone C





**EXHIBIT 11 – SCHEDULE C (LETTERS OF INTENT)**

**ATTACHED HERETO**



Clear Form

**SCHEDULE C – INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE  
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: KR Miller Contractors PROJECT NO.: 1X 14

SUB-CONTRACTOR: LiveWire Electrical Systems, Inc. MBE/WBE: WBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

☐ Sole Proprietor ☒ Corporation ☐ Partnership ☐ Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

Electrical Work

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

\$463,737

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

LiveWire Electrical Systems, Inc.

Name of MBE/WBE Firm

Shon Harris

Print Name of Authorized Representative

  
Signature

16341 Frontage Rd. Oak Forest, IL 60452

Address of MBE/WBE Firm

(708) 535-6001

Phone Number

President

Title

07/01/2013

Date

sharris@livewire-systems.com

E-Mail Address





CITY OF CHICAGO  
OFFICE OF COMPLIANCE

---

December 22, 2011

LaShon Harris  
Livewire Electrical Systems, Inc.  
P. O. Box 247  
Markham, IL 60428

**Annual Certificate Expires: December 31, 2012**

Dear LaShon Harris:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **December 31, 2013**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **December 31, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago 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, and/or gross receipts that exceed the program threshold.

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

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

*Further, 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. And 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 that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

Your firm is listed in the City's Directory of Minority Business Enterprises and Women



Livewire Electrical Systems, Inc.

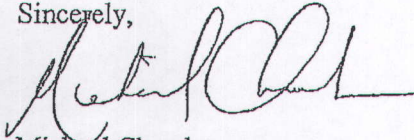
Business Enterprises in the specialty area(s) of:

**ELECTRICAL CONTRACTOR; ELECTRICAL WIRING CONTRACTORS**

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Chambers", written over a horizontal line.

Michael Chambers  
Senior Compliance Officer



Clear Form

**SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE  
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: KR MILLER CONTRACTORS, INC. PROJECT NO.: 14

SUB-CONTRACTOR: KBI CUSTOM CASE MBE/WBE:

The undersigned intends to perform Work in connection with the SIP as a (select one):

☐ Sole Proprietor ☒ Corporation ☐ Partnership ☐ Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

LAWRENCE ELEMENTARY SCHOOL SCOPE OF WORK:  
FURNISH + INSTALL CASEWORK

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

\$8,258-

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attach a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

KBI Custom Case, Inc.  
Name of MBE/WBE Firm

Janice LeTournear  
Print Name of Authorized Representative

Janice LeTournear  
Signature

12406 Hansen Rd. Hebron, IL.  
Address of MBE/WBE Firm

815-648-4940  
Phone Number

President  
Title

6/11/13  
Date

estimating@kbicustomcase.com  
E-Mail Address





**FEB 11 2013**  
**DEPARTMENT OF PROCUREMENT SERVICES**  
**CITY OF CHICAGO**

Janice Letourneau  
KBI Custom Case, Inc.  
12406 Hansen Rd.  
Hebron, IL 60034

**Annual Certificate Expires: August 5, 2013**

Dear Janice Letourneau:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **August 5, 2016**.

As you know, your firm must also be re-validated annually. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**. As such, your firm's next No Change Affidavit is due by **June 5, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago 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, and/or gross receipts that exceed the program threshold.

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:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.
- o re-certify with the city within prescribed time frame.



FEB 11 2013

*Further, 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. And 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 that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

Your firm is listed in the City's Directory of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in the specialty area(s) of:

| Naics Code   | Description  |
|--------------|--|
| NAICS 32191  | Millwork   |
| NAICS 337110 | Countertops (i.e., kitchen, bathroom), wood or plastics laminated on wood, manufacturing |
| NAICS 337122 | Cabinets, wood household-type, freestanding, manufacturing                               |
| NAICS 337124 | Cabinets, metal household-type, freestanding, manufacturing                              |
| NAICS 337212 | Millwork, custom architectural, manufacturing  |

Your firm's participation on City contracts will be credited only toward Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) Program.

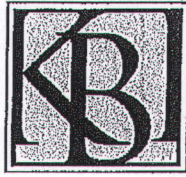
Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JR/bl





**KBI CUSTOM CASE, INC.**  
**DBE / WBE / FSC CERTIFIED**

**RE: LAWRENCE ELEMENTARY SCHOOL**

**SUB-CONTRACTING LEVELS**

**IF MBE/WBE SUBCONTRACTOR WILL NOT BE SUB-CONTRACTING ANY OF THE WORK DESCRIBED IN THIS SCHEDULE, A ZERO (0) MUST BE FILLED IN EACH BLANK BELOW.**

25 % OF THE DOLLAR VALUE OF THE CERTIFIED MBE/WBE SUBCONTRACT WILL BE SUBLET TO NON-WBE/MBE CONTRACTORS. (INSTATLLATION)

       % OF THE DOLLAR VALUE OF THE CERTIFIED MBE/WBE SUBCONTRACT TO OTHER CERTIFIED MBE/WBE CONTRACTORS.

**\*KBI Custom Case, Inc\*12406 Hansen Road\* Hebron, IL 60034\* PH: 815.648.4940\* FX:815.648.4827\***



Clear Form

**SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE  
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: KR MILLER PROJECT NO.: # 14  
SUB-CONTRACTOR: KBI CUSTOM CASE, INC. MBE/WBE: WBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

☐ Sole Proprietor ☒ Corporation ☐ Partnership ☐ Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

Millwork for Bowen High School

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

\$34,208

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet. See attached.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

KBI CUSTOM CASE, INC.

Name of MBE/WBE Firm

Janice LeTourneau

Print Name of Authorized Representative

Signature [Signature]

12406 Hansen Road, Hebron, IL 60034

Address of MBE/WBE Firm

(815) 648-4940

Phone Number

President

Title

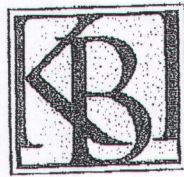
06/12/2013

Date

janicel@kbicustomcase.com

E-Mail Address





KBI CUSTOM CASE, INC.  
DBE / WBE / FSC CERTIFIED

RE: BOWEN HIGH SCHOOL

SUB-CONTRACTING LEVELS

IF MBE/WBE SUBCONTRACTOR WILL NOT BE SUB-CONTRACTING ANY OF THE WORK DESCRIBED IN THIS SCHEDULE, A ZERO (0) MUST BE FILLED IN EACH BLANK BELOW.

10 % OF THE DOLLAR VALUE OF THE CERTIFIED MBE/WBE SUBCONTRACT WILL BE SUBLET TO NON-WBE/MBE CONTRACTORS. (INSTALLATION)

       % OF THE DOLLAR VALUE OF THE CERTIFIED MBE/WBE SUBCONTRACT TO OTHER CERTIFIED MBE/WBE CONTRACTORS.





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

MAY 06 2013

Ms. Janice Le Tourneau  
KBI Custom Case, Inc.  
12406 Hansen Road  
Hebron, IL 60034

Dear Ms. Le Tourneau:

The City of Chicago has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm, KBI Custom Case, Inc., continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due **October 1, 2013**.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in circumstances during the course of your certification that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE/ACDBE firms. The Directory can be accessed on the Internet at <http://www.dot.state.il.us/ucp/ucp.html>. Your firm's name will appear in the IL UCP DBE Directory under the following category name(s)

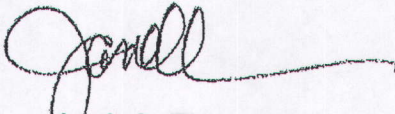


MAY 06 2013

**NAICS 321918 Other Millwork (including Flooring)**  
**NAICS 327991 Countertops, Stone, Manufacturing**  
**NAICS 337110 Countertops (i.e., kitchen, bathroom), wood or  
plastics laminated on Wood, Manufacturing**  
**NAICS 337122 Cabinets, Wood household-type, freestanding,  
Manufacturing**  
**NAICS 337124 Cabinets, Metal household-type, freestanding,  
Manufacturing**  
**NAICS 337212 Millwork, Custom Architectural, Manufacturing**

Your participation on contracts will only be credited toward DBE and/or ACDBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JR/cm



Clear Form

**SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE  
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: K. R. Miller Contractors, Inc. PROJECT NO.: 9714

SUB-CONTRACTOR: Keyboard Enterprise Development MBE/WBE: MBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

☐

Sole Proprietor

☒

Corporation

☐

Partnership

☐

Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

Selective Demolition, Supervision, Selective Carpentry, Daily Clean up,

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

Progress Payments - \$941,810

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

Keyboard Enterprise Development Inc.

Name of MBE/WBE Firm

773.924.2850

Phone Number

Wydele Frazell

Print Name of Authorized Representative

PRESIDENT

Title

W Frazell

Signature

11 JUNE 13

Date

3849 S. Michigan Ave CH, IL, 60653

Address of MBE/WBE Firm

KEDINC@AOC.COM

E-Mail Address





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

kedinc@aol.com

March 26, 2013

Wydell Feazell, Sr.  
Keyboard Enterprises Development Incorporated  
3849 S. Michigan Ave. - Lower Level  
Chicago, IL 60653

Dear Mr. Feazell:

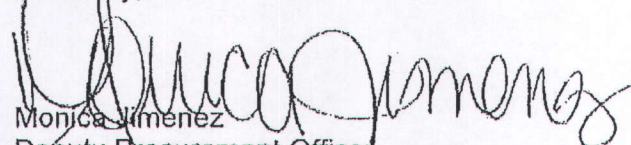
This letter is to inform you that the City of Chicago has extended your status as a Minority Business Enterprise (**MBE**), Disadvantaged Business Enterprise (**DBE**), and Airport Disadvantaged Business Enterprise (**ACDBE**) until **June 30, 2013**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

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

If you have any questions, please feel free to contact our office at (312) 744-1929.

Sincerely,

  
Monica Jimenez  
Deputy Procurement Officer

MJ:gs



SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE  
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: HBCO, 2013 SCHOOL INVESTMENT PROGRAM PROJECT NO.: 14

SUB-CONTRACTOR: Garth Building Products & Services MBE/WBE: MBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

☐ Sole Proprietor ☒ Corporation ☐ Partnership ☐ Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

Supply Materials

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

80,000 -

\$20,000 LAWRENCE + \$60,000 BOWEN

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

Garth Building Products & Services

Name of MBE/WBE Firm

Carol Garth

Print Name of Authorized Representative

Carol Garth

Signature

2741 E. 223rd St., Chicago Hts., IL 60411

Address of MBE/WBE Firm

708-757-6733

Phone Number

President

Title

June 6, 2013

Date

garthbuildings@aol.com

E-Mail Address





CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

---

September 29, 2011

Carol Garth  
Garth Building Products & Services  
2741 East 223rd Street  
Chicago Heights, IL 60411

**Annual Certificate Expires: August 31, 2012**

Dear Carol Garth:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **August 31, 2014**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **August 31, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago 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, and/or gross receipts that exceed the program threshold.

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

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

*Further, 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. And 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 that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

Your firm is listed in the City's Directory of Minority Business Enterprises and Women



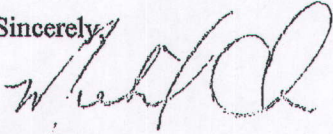
Business Enterprises in the specialty area(s) of:

**Distributor of Construction Materials; Weather Proofing Services**

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in dark ink, appearing to read "Michael Chambers", written over the word "Sincerely,".

Michael Chambers  
Senior Compliance Officer





**SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE  
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: K.R. MILLER CONTRACTORS, INC.

PROJECT NO.: # 14

SUB-CONTRACTOR: Boberg Communications, Inc.

MBE/WBE: MBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

☐ Sole Proprietor ☒ Corporation ☐ Partnership ☐ Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Court of Cook. 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 SIP:

LAWRENCE ELEMENTARY SCHOOL SCOPE OF WORK =  
LOW VOLTAGE

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

PAID PER SCHEDULE OF VALUES \$ 250,000

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

Boberg Communications, Inc.

Name of MBE/WBE Firm

630-595-9360

Phone Number

Dennis Bohannon

Print Name of Authorized Representative

President

Title

Dennis Bohannon

Signature

6-12-2013

Date

9834 Drury Lane

Address of MBE/WBE Firm

Dennis@bo-berg.com

E-Mail Address





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

**MAY 18 2012**

Dennis Bohannon  
Bo-Berg Communications, Inc.  
601 D Country Club Drive  
Bensenville, Illinois 60106

**Annual Certificate Expires: June 1, 2013**

Dear Mr. Bohannon:

We are pleased to inform you that Bo-Berg Communications, Inc. has been re-certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until June 1, 2017; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's No Change Affidavit is due by **June 1, 2013**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by April 1, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago 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, and/or gross receipts that exceed the program threshold.

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

- ♦ file your No Change Affidavit within the required time period;
- ♦ provide financial or other records requested pursuant to an audit within the required time period; or
- ♦ notify the City of any changes affecting your firm's certification within 10 days of such change.



MAY 18 2012

Further, 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. And 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 that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

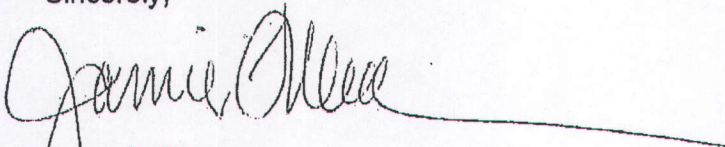
Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS – 238210 – Electrical Contractors and Other Wiring Installation Contractors**

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward goals will be given only for work done in the specialty category.

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

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/vlw





SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE  
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: KR MILLER CONTRACTORS, INC. PROJECT NO.: 14

SUB-CONTRACTOR: EVERGREEN / INTEGRATED MBE/WBE:

The undersigned intends to perform Work in connection with the SIP as a (select one):

☐ Sole Proprietor ☒ Corporation ☐ Partnership ☐ Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

LAWRENCE ELEMENTARY SCHOOL SCOPE OF WORK:  
ELECTRIC SUPPLY

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

PAID PER SCHEDULE OF VALUES \$75,000-

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attach a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

Evergreen Supply Co  
Name of MBE/WBE Firm

Colleen Kramer  
Print Name of Authorized Representative

Colleen Kramer  
Signature

9901 S. Torrence Ave.  
Address of MBE/WBE Firm

773-375-4750  
Phone Number

President  
Title

6/12/13  
Date

ckramer@evergreen supply.com  
E-Mail Address





DEPARTMENT OF PROCUREMENT SERVICES

FEB 27 2013

CITY OF CHICAGO

Ms. Colleen Kramer  
Evergreen Supply Co.  
9901 S. Torrence Avenue  
Chicago, IL 60617

**Annual Certificate Expires February 1, 2014**

Dear Ms. Kramer:

We are pleased to inform you that **Evergreen Supply Co.** has been recertified as a **Woman-Owned Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **February 1, 2018**; however your firm must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's No Change Affidavit is due by **February 1, 2014**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **December 1, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago 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, and/or gross receipts that exceed the program threshold.

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



FEB 27 2013

Evergreen Supply Co.  
Page 2

- ♦ file your No Change Affidavit within the required time period;
- ♦ provide financial or other records requested pursuant to an audit within the required time period; or
- ♦ notify the City of any changes affecting your firm's certification within 10 days of such change.

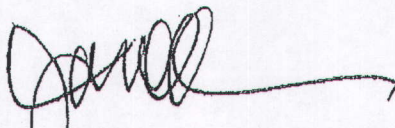
*Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

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

|                     |   |
|---------------------|---|
| <b>NAICS 423610</b> | <b>Construction Materials, Electrical, Merchant Wholesalers</b>                           |
| <b>NAICS 423610</b> | <b>Fixtures, Electric Lighting, Merchant Wholesalers</b>                                  |
| <b>NAICS 423610</b> | <b>Insulated Wire or Cable Merchant Wholesalers</b>                                       |
| <b>NAICS 423690</b> | <b>Condensers, Electronic, Merchant Wholesalers</b>                                       |
| <b>NAICS 423690</b> | <b>Electronic Parts (e.g., condensers, connectors, switches)<br/>Merchant Wholesalers</b> |

Your firm's participation on City contracts will be credited only toward **WBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward goals will be given only for work done in the specialty category.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JR/cm



Clear Form

**SCHEDULE C -- INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE  
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: KR MILLER CONTRACTORS, INC.

PROJECT NO.: AK 14

SUB-CONTRACTOR: BCE, INC.

☒ MBE/WBE:

The undersigned intends to perform Work in connection with the SIP as a (select one):

☐

Sole Proprietor

☒

Corporation

☐

Partnership

☐

Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

LAWRENCE ELEMENTARY SCHOOL SCOPE OF WORK :  
ENGINEERING DESIGN SERVICES

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

\$50,000<sup>00</sup>

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

BCE, INC.

Name of MBE/WBE Firm

PETER BABOCK

Print Name of Authorized Representative

[Signature]

Signature

1737 N. PAULIN ST., STE. #304  
Address of MBE/WBE Firm CHICAGO, IL 60622

312.804.8858

Phone Number

CEO

Title

06/11/13

Date

phabock@bcechicago.com

E-Mail Address





CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

December 30, 2011

Peter Babcock  
BCE, Inc. DBA Peter Babcock  
1737 N. Paulina St.  
Ste. 304  
Chicago, IL 60622

**Annual Certificate Expires: November 1, 2016**

Dear Peter Babcock:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **November 1, 2016**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **November 1, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago 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, and/or gross receipts that exceed the program threshold.

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

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

*Further, 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. And 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 that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Energy consulting services**

NAICS-238210: BUILDING AUTOMATION SYSTEM INSTALLATION CONTRACTORS  
NAICS-238210: ELECTRONIC CONTROL SYSTEM INSTALLATION  
NAICS-238210: ENVIRONMENTAL CONTROL SYSTEM INSTALLATION  
NAICS-238210: HUMIDITY CONTROL SYSTEM INSTALLATION  
NAICS-238210: SNOW MELTING CABLE, ELECTRIC, INSTALLATION  
NAICS-238210: TEMPERATURE CONTROL SYSTEM INSTALLATION  
NAICS-541330: ENGINEERING CONSULTING SERVICES  
NAICS-541330: ENGINEERING SERVICES  
NAICS-541330: HEATING ENGINEERING CONSULTING SERVICES

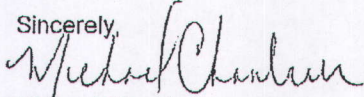


**NAICS-541330: MECHANICAL ENGINEERING SERVICES**  
**NAICS-541690: ENERGY CONSULTING SERVICES**

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michael Chambers".

Michael Chambers

Senior Compliance Officer – Supplier Diversity  
CITY OF CHICAGO





**SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE  
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: K.R. MILLER CONTRACTORS, INC.

PROJECT NO.: 14

SUB-CONTRACTOR: UNIQUE CASEWORK

MBE/WBE:

The undersigned intends to perform Work in connection with the SIP as a (select one):

☐

Sole Proprietor

☒

Corporation

☐

Partnership

☐

Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

LAWRENCE ELEMENTARY SCHOOL SCOPE OF WORK:  
SUPPLY + INSTALL LOCKERS (ADA)

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

\$58,720

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

Unique Casework Installations, Inc.

Name of MBE/WBE Firm

773-522-7771

Phone Number

Patricia Davis

Print Name of Authorized Representative

President

Title

Patricia Davis

Signature

June 11, 2013

Date

3936 W. 16th Street, Chicago, IL 60623

Address of MBE/WBE Firm

uniquecasework@comcast.com

E-Mail Address





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

DEC 20 2012

Patricia Davis  
Unique Casework Installation, Inc.  
3936 West 16th Street  
Chicago, IL 60623-2039

**Annual Certificate Expires: December 1, 2013**

Dear Patricia Davis:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise / Women Business Enterprise (MBE/WBE)** by the City of Chicago. This certification is valid until **December 1, 2016**.

As you know, your firm must also be re-validated annually. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**. As such, your firm's next No Change Affidavit is due by **October 2, 2013**

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago 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, and/or gross receipts that exceed the program threshold.

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:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.
- o re-certify with the city within prescribed time frame.



*Further, 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. And 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 that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than*

Your firm is listed in the City's Directory of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in the specialty area(s) of:

**NAICS 238130 Carpentry Contractors**

**NAICS 238350 Finish carpentry**

**~~NAICS 238350 Millwork installation~~**

**NIGP 91006 Carpentry Maintenance and Repair Services**

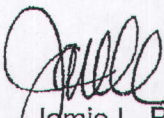
**NIGP 91427 Carpentry**

**NIGP 93145 Furniture Installation and Reconfiguration Services**

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) Program.

Sincerely,

  
\_\_\_\_\_

Jamie L. Rhee  
Chief Procurement Officer

JR/bl



Clear Form

**SCHEDULE C – INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE  
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: KR MILLER CONTRACTORS PROJECT NO.: 14

SUB-CONTRACTOR: EC PURDY & ASSOCIATES MBE/WBE: WBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

☒ Sole Proprietor ☐ Corporation ☐ Partnership ☐ Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

Architectural design services.

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

\$31,612.00 + reimbursibles as allowed, tbd

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

EC PURDY & ASSOCIATES

Name of MBE/WBE Firm

Elizabeth C Purdy

Print Name of Authorized Representative

*Elizabeth C Purdy*

Signature

53 W Jackson Blvd., Chicago, IL

Address of MBE/WBE Firm

(312) 408-1631

Phone Number

Owner

Title

06/12/2013

Date

ecpurdy@ecpurdy.com

E-Mail Address





DEPARTMENT OF PROCUREMENT SERVICES

MAY 9 2013

CITY OF CHICAGO

Ms. Elizabeth C. Purdy  
E C Purdy & Associates  
53 West Jackson Boulevard, Suite 1631  
Chicago, IL 60604

**Annual Certificate Expires: July 1, 2014**

Dear Ms. Purdy:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)**, and as an **Woman-Owned Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **July 1, 2017**; however your firm must be re-validated annually.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago 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, and/or gross receipts that exceed the program threshold.

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

- ♦ file your 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



E C Purdy & Associates  
Page 2

Further, 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 that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000.00, or both.*

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

**NAICS 541310 Architectural (except landscape) Design Services**

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE), and/or Woman-Owned Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward goals will be given only for work done in the specialty category.

Sincerely,

A handwritten signature in black ink, appearing to read 'JR', with a long horizontal flourish extending to the right.

Jamie Rhee  
Chief Procurement Officer

JR/cm





**SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE  
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: KR MILLER CONTRACTORS, INC. PROJECT NO.: 14

SUB-CONTRACTOR: ACCH, Inc. MBE/WBE: WBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

☐ Sole Proprietor ☒ Corporation ☐ Partnership ☐ Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

HVAC Installation - Bowen

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

Progress payments 178,000-

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

ACCH, Inc.

Name of MBE/WBE Firm

James O. Johnson Jr.

Print Name of Authorized Representative

James O. Johnson Jr.

Signature

1500 W. 76th Dr., South Holland, IL

Address of MBE/WBE Firm

60473

708-225-0677

Phone Number

Owner / President

Title

6-12-13

Date

jjohnson@acchine.com

E-Mail Address





ILLINOIS

Pat Quinn, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

February 16, 2012

James O Johnson Jr  
Affordable Comfort Constructio  
500 W Taft Drive  
South Holland, IL 60473-2029

Certification Expires: February 16, 2013

Re: MBE Certification Approval

Dear Business Owner:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Minority Business Enterprise (MBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

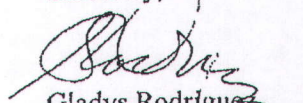
This full certification is valid for a period of three years from the date of this letter. Following this full certification, on an annual basis, at least 60 days prior to the anniversary day of your certification, you will be required to complete a No-change Affidavit form that must be submitted to BEP as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business, or other changes affecting the firm's operations, you are required to notify this office within two weeks. Failure to return the annual No-change Affidavit or notify our office of any such changes will result in decertification of your firm.

Please keep in mind that, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Currently, your firm's name appears in the State's Directory as a certified vendor with BEP. As you may know, State of Illinois Agencies and State Universities have a spending goal established with BEP-certified companies.

Please visit our website at [www.sell2.illinois.gov](http://www.sell2.illinois.gov) to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service that you may provide.

Thank you for your participation in BEP. The State of Illinois values its relationship with small and diverse businesses and looks forward to doing business with your company. For further information or if you have any questions, please call (312) 814-4190, Toll-free (800) 356-9206, Hearing Impaired (800) 526-0844.

Sincerely,



Gladys Rodriguez  
Certification Manager  
Business Enterprise Program

(L13MBE)

100 W Randolph St., Suite 4-100, Chicago, IL 60601

*Printed on Recycled Paper*



Clear Form

**SCHEDULE C – INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE  
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: K.R. Miller Contractors

PROJECT NO.: dx 14

SUB-CONTRACTOR: MARKET CONTRACTING SERVICES

MBE/WBE: WBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

☐ Sole Proprietor ☒ Corporation ☐ Partnership ☐ Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

ACOUSTIC CEILING

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

178,000 - PER SCHEDULE OF VALUES

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

**MARKET CONTRACTING SERVICES**

Name of MBE/WBE Firm

**J. ANTONIO OLIVA**

Print Name of Authorized Representative

J. Antonio Oliva

Signature

4201 W. 36th St. Suite 250 Chicago, IL 60632

Address of MBE/WBE Firm

**(773) 321-7248**

Phone Number

**President**

Title

**06/11/2013**

Date

**antonio@marketcontracting.com**

E-Mail Address





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

antonio@marketcontracting.com

MAY 09 2013

Rajiv Khanna  
Market Contracting Services, Inc.  
4201 W. 36th Street, Suite 250  
Chicago, IL 60632

Dear Mr. Khanna:

This letter is to inform you that the City of Chicago has extended your status as a **Minority Business Enterprise (MBE)** until **August 1, 2013**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

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

If you have any questions, please feel free to contact our office at (312) 744-1929.

Sincerely,

George Coleman  
Deputy Procurement Officer

GC:al



Clear Form

SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE  
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: KR MILLER CONTRACTORS PROJECT NO.: 119

SUB-CONTRACTOR: Garrigan Construction, Inc. MBE/WBE: WBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

☐ Sole Proprietor ☒ Corporation ☐ Partnership ☐ Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

CARPENTRY - BOWEN

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

\$157,224 PER SCHEDULE OF VALUES

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

Garrigan Construction, Inc.  
Name of MBE/WBE Firm

Phone Number

Rosemary Hepner  
Print Name of Authorized Representative

Title

[Signature]  
Signature

Date

1022 Ferdinand Ave, Forest Park, IL  
Address of MBE/WBE Firm

E-Mail Address





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

Rosemary Garrigan  
Garrigan Construction, Inc.  
1022 Ferdinand Ave  
Forest Park, IL 60130

**Annual Certificate Expires: August 1, 2013**

Dear Rosemary Garrigan:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **August 1, 2015**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **August 1, 2013**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago 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, and/or gross receipts that exceed the program threshold.

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

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.
- o re-certify with the city within prescribed time frame.



*Further, 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. And 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 that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

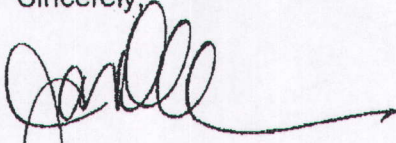
Your firm is listed in the City's Directory of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in the specialty area(s) of:

| <u>NAICS Code</u> | <u>Description</u>   |
|-------------------|--|
| 236220            | Addition, alteration and renovation general contractors, commercial and institutional building |
| 238130            | Carpentry, framing   |
| 238310            | Acoustical ceiling tile and panel installation   |
| 238310            | Drywall contractors  |
| 238350            | Door and window, prefabricated, installation   |
| 238350            | Millwork installation  |

Your firm's participation on City contracts will be credited only toward Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) Diversity Programs.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JR/bl



Clear Form

**SCHEDULE C – INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE  
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: K.R. Miller Contractors PROJECT NO.: 14

SUB-CONTRACTOR: Plata Corporation, Inc. MBE/WBE: MBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

☐ Sole Proprietor ☒ Corporation ☐ Partnership ☐ Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

Construction Management, Project Management

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

\$42,240.00

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

Plata Corporation, Inc.

Name of MBE/WBE Firm

Douglas Mota

Print Name of Authorized Representative

Signature

3100 W. Belmont Ave., Suite 100 Chicago, IL 60618

Address of MBE/WBE Firm

(773) 478-8680

Phone Number

President

Title

06/12/2013

Date

dmota@platacorp.com

E-Mail Address





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

**JUN 21 2012**

Douglas Mota  
Plata Corporation, Inc.  
3100 W. Belmont Ave.  
Suite 100  
Chicago, IL 60618-5706

**Annual Certificate Expires: July 1, 2013**

Dear Douglas Mota:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **July 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **5/1/2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago 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, and/or gross receipts that exceed the program threshold.

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

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

*Further, 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. And 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 that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

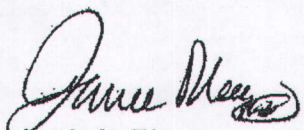
Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**CARPENTRY SERVICES; PROJECT MANAGEMENT SERVICES;  
CONSTRUCTION MANAGEMENT SERVICES**

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Certification and Compliance Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

FH



Clear Form

**SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE  
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: K. R. Miller Contractors, Inc.

PROJECT NO.: 14

SUB-CONTRACTOR: EXPRESS ELECTRIC SUPPLY

MBE/WBE: MBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

☐

Sole Proprietor

☒

Corporation

☐

Partnership

☐

Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

**ELECTRICAL SUPPLIES**

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

**\$115,000.00**

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

**Express Electric Supply**

Name of MBE/WBE Firm

**Rodney Thompson**

Print Name of Authorized Representative

Signature

**11535 W. 183rd PL. Unit 116**

Address of MBE/WBE Firm

**(708) 478-5330**

Phone Number

**President**

Title

**06/11/2013**

Date

**expresselectric.thompson@comcast.net**

E-Mail Address





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

MAR 06 2013

Rodney Thompson  
Express Electric Supply, LLC  
11535 W. 183<sup>rd</sup> Place, Suite 116  
Orland Park, Illinois 60467

**Annual Certificate Expires: March 1, 2014**

Dear Mr. Thompson:

We are pleased to inform you that Express Electric Supply, LLC has been re-certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until March 1, 2018; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by March 1, 2014**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by January 1, 2014**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago 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, and/or gross receipts that exceed the program threshold.

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



MAR 06 2013

Further, 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. And 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 that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 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 - 444190 – Electrical Supply Store**

Your firm's participation on City contracts will be credited only toward Minority owned Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward goals will be given only for work done in the specialty category.

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

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/vlw





**SCHEDULE C -- INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE  
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: KR MILLER CONTRACTORS, INC. PROJECT NO.: 14

SUB-CONTRACTOR: Pinto Construction Group, Inc. MBE/WBE: yes

The undersigned intends to perform Work in connection with the SIP as a (select one):

☐ Sole Proprietor    ☒ Corporation    ☐ Partnership    ☐ Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

LAWRENCE ELEMENTARY SCHOOL SCOPE OF WORK:  
CARPENTRY, ORY WALL, DOORS + FRAMES, SIGNAGE  
MARKER BOARDS  
ASKE: CARPENTRY

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

245,000 + 83910 = \$328910

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

Pinto Construction Group, Inc

Name of MBE/WBE Firm

Richard Pinto

Print Name of Authorized Representative

Signature

7225 W. 105th St. Palos Hills, IL

Address of MBE/WBE Firm

708-430-0040

Phone Number

President

Title

6.12.2013

Date

richard.pinto@pintoconstruction.com

E-Mail Address





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

richard.pinto@pintoconstruction.com

MAY 09 2013

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

Dear Mr. Pinto:

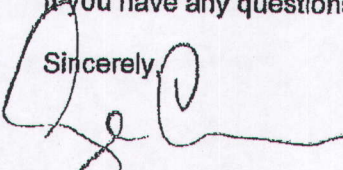
This letter is to inform you that the City of Chicago has extended your status as a **Minority Business Enterprise (MBE)** until **August 1, 2013**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

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

If you have any questions, please feel free to contact our office at (312) 744-1929.

Sincerely,

  
George Coleman  
Deputy Procurement Officer

GC:al





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

Richard Pinto  
PINTO CONSTRUCTION GROUP, INC.  
7225 W. 105th St.  
Palos Hills, IL 60465

**Annual Certificate Expires: February 1, 2013**

Dear Richard Pinto:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **February 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **12/1/2012**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago 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, and/or gross receipts that exceed the program threshold.

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

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

*Further, 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. And 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*





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

PINTO CONSTRUCTION GROUP, INC.

Page 2

*falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**ACOUSTICAL TILE INSULATION; CARPENTRY MAINTENANCE AND REPAIR SERVICES; CARPENTRY; PAINTING; WALL AND CEILING REPAIR AND REPLACEMENT (INCLUDING DRYWALLING); ACOUSTICAL CEILINGS AND WALLS: CLEANING, INSTALLATION RESTORATION, MAINTENANCE AND REPAIR**

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Jamie L. Rhee", with a long horizontal flourish extending to the right.

Jamie L. Rhee  
Chief Procurement Officer



Clear Form

SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE  
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER:

KR Miller

PROJECT NO.:

14

SUB-CONTRACTOR:

Drive Construction

MBE/WBE: WBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

☐

Sole Proprietor

☒

Corporation

☐

Partnership

☐

Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

Bowen High School scope of work  
Scope Roof Drains during design

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

27,373

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

Drive Construction  
Name of MBE/WBE Firm

708-581-7708  
Phone Number

Gerardo Cortez  
Print Name of Authorized Representative

President  
Title

Signature

Date

6/11/13

4141 S Kedzie Emerson Park IL  
Address of MBE/WBE Firm

Gcortez@driveconstruction.com  
E-Mail Address





APR 24 2013

DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

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

**Annual Certificate Expires: February 1, 2014**

Dear Mr. Cortez:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **February 1, 2017**.

As you know, your firm must also be re-validated annually. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**. As such, your firm's next No Change Affidavit is due by **December 1, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago 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, and/or gross receipts that exceed the program threshold.

**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 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
- re-certify with the city within prescribed time frame



APR 24 2013

Drive Construction, Inc.

Page 2

Further, 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 that the individual or entity, or the individual or entity assisted, is a Minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000.00, or both.

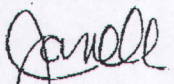
Your firm is listed in the City's Directory of Minority Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) in the specialty area(s) of:

| <u>NAICS Code</u> | <u>Description</u>   |
|-------------------|--|
| 236118            | Addition, Alteration and Renovation, Multifamily Building, General Contractors                 |
| 236220            | Addition, Alteration and Renovation General Contractors, Commercial and Institutional Building |
| 238110            | Concrete Contractors   |
| 238130            | Carpentry, Framing   |
| 238320            | Painting and Wall Covering Contractors   |
| 238330            | Flooring Contractors   |
| 238340            | Marble, Granite and Slate, Interior, Contractors   |
| 238350            | Carpentry Work (except framing)  |

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goals will be given only for work done in a specialty category.

Thank you for your continued participation in the Minority Business Enterprise (MBE) and Women Owned Business Enterprises (WBE) Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/akm



Clear Form

**SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE  
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: K R Miller PROJECT NO.: 14

SUB-CONTRACTOR: Drive Construction MBE/WBE: MBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

☐ Sole Proprietor ☒ Corporation ☐ Partnership ☐ Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

PRE-CONSTRUCTION BIDDING / SUPPLY OF  
ROOF DRAINS

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

\$10,596

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

Drive Construction  
Name of MBE/WBE Firm

Gerardo Cortez  
Print Name of Authorized Representative

[Signature]  
Signature

9141 S Kedzie Avenue, Park IL  
Address of MBE/WBE Firm

(708) 581-7708  
Phone Number

President  
Title

06/11/2013  
Date

Gcortez@DriveConstruction.com  
E-Mail Address





APR 24 2013

DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

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

**Annual Certificate Expires: February 1, 2014**

Dear Mr. Cortez:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **February 1, 2017**.

As you know, your firm must also be re-validated annually. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**. As such, your firm's next No Change Affidavit is due by **December 1, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago 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, and/or gross receipts that exceed the program threshold.

**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 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
- re-certify with the city within prescribed time frame



APR 24 2013

Drive Construction, Inc.

Page 2

Further, 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 that the individual or entity, or the individual or entity assisted, is a Minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000.00, or both.

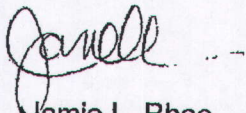
Your firm is listed in the City's Directory of Minority Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) in the specialty area(s) of:

| <u>NAICS Code</u> | <u>Description</u>   |
|-------------------|--|
| 236118            | Addition, Alteration and Renovation, Multifamily Building, General Contractors                 |
| 236220            | Addition, Alteration and Renovation General Contractors, Commercial and Institutional Building |
| 238110            | Concrete Contractors   |
| 238130            | Carpentry, Framing   |
| 238320            | Painting and Wall Covering Contractors   |
| 238330            | Flooring Contractors   |
| 238340            | Marble, Granite and Slate, Interior, Contractors   |
| 238350            | Carpentry Work (except framing)  |

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goals will be given only for work done in a specialty category.

Thank you for your continued participation in the Minority Business Enterprise (MBE) and Women Owned Business Enterprises (WBE) Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/akm



Clear Form

**SCHEDULE C – INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE  
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: KR Miller PROJECT NO.: 14

SUB-CONTRACTOR: TERRA Engineering, Ltd. MBE/WBE: WBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

☐ Sole Proprietor ☒ Corporation ☐ Partnership ☐ Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

Civil Engineering

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

\$6,000.00

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

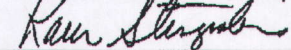
The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

TERRA Engineering, Ltd

Name of MBE/WBE Firm

Karen Steingraber, PE

Print Name of Authorized Representative



Signature

225 West Ohio, 4th Floor, Chicago, IL 60654

Address of MBE/WBE Firm

(312) 467-0123

Phone Number

President

Title

06/11/2013

Date

ksteingraber@terraengineering.com

E-Mail Address





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

Copy sent via: [mcampbell@terraengineering.com](mailto:mcampbell@terraengineering.com)

April 12, 2013

Karen S. Steingraber  
**Terra Engineering, Ltd.**  
225 W. Ohio Street – 4th Floor  
Chicago, IL 60654

Dear Ms. Steingraber:

This letter is to inform you that the City of Chicago has extended your status as a Women Business Enterprise (WBE) until **August 1, 2013**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,

George Coleman  
Deputy Procurement Officer

/sl





SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE  
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: KR MILLER CONTRACTORS, INC. PROJECT NO.: 14

SUB-CONTRACTOR: ROMERO STEEL CO., INC. MBE/WBE:

The undersigned intends to perform Work in connection with the SIP as a (select one):

☐ Sole Proprietor ☒ Corporation ☐ Partnership ☐ Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

LAWRENCE ELEMENTARY SCHOOL SCOPE OF WORK:  
STRUCTURAL STEEL + MISC. METALS  
BOWEN: MISC METALS

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

\$66,000 + \$16,000 = \$82,000

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

ROMERO STEEL CO.  
Name of MBE/WBE Firm

(708) 216-0001  
Phone Number

JOSE ROMERO JR.  
Print Name of Authorized Representative

TREASURER  
Title

[Signature]  
Signature

6.11.13  
Date

1200 W. MAIN ST, MELROSE PK  
Address of MBE/WBE Firm  
IL 60160

joejr@romerosteel.com  
E-Mail Address





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

FEB 21 2013

Jose G Romero  
Romero Steel Company, Inc.  
1300 W. Main St.  
Melrose Park, IL 60160

**Certificate Expires: June 1, 2013**

Dear Jose G Romero:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **June 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **April 1, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago 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, and/or gross receipts that exceed the program threshold.

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:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.
- o re-certify with the city within prescribed time frame.



FEB 21 2013

*Further, 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. And 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 that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

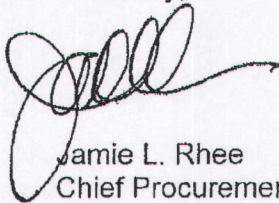
Your firm is listed in the City's Directory of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in the specialty area(s) of:

| <u>NIGP CODE</u> | <u>DESCRIPTION</u>                      |
|------------------|---|
| NIGP 57040       | Ornamental Ironwork                     |
| NIGP 57078       | Steel, Reinforcing, Fabricated          |
| NIGP 91076       | Welding Maintenance and Repair Services |
| NIGP 91479       | Structural Steel                        |

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) Diversity Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JR/bl





**SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE  
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: KR Miller PROJECT NO.: 14

SUB-CONTRACTOR: RTM & Associates MBE/WBE: MBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

☐ Sole Proprietor ☒ Corporation ☐ Partnership ☐ Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

MEP engineering design

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

One hundred and thirty thousand dollars (\$130,000.00)

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

RTM & Associates

Name of MBE/WBE Firm

Tony Mirchandani

Print Name of Authorized Representative

  
Signature

3 Executive Ct. # 4, South Barrington, IL 60010

Address of MBE/WBE Firm

(847) 756-4180

Phone Number

CEO

Title

06/11/2013

Date

tony.mirchandani@rtmassociates.com

E-Mail Address





# CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

**RTM & ASSOCIATES, INC.**

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and as adopted by the Chicago Minority Supplier Development Council.

**\*\*NAICS Codes: 541330**

**\*\*Description of their product/services as defined by the North American Industry Classification System (NAICS)**

**Product/Service Description:** Design engineering services for mechanical, electrical, plumbing, fire protection and security systems

**8/31/2012**

Issued Date

**8/31/2013**

Expiration Date

**CH1424**

Certificate Number

*Julia L. Di Maria*  
President, Chicago MSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>



An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)





**SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE  
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: KR MILLER CONTRACTORS, INC. PROJECT NO.: 14

SUB-CONTRACTOR: MIDWAY MBE/WBE:

The undersigned intends to perform Work in connection with the SIP as a (select one):

☐ Sole Proprietor ☒ Corporation ☐ Partnership ☐ Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

LAWRENCE ELEMENTARY SCHOOL SCOPE OF WORK:  
DEMO + ABANDONMENT + SPRAY FIREPROOFING

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

\$101,957

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

Midway Contracting Group, LLC

Name of MBE/WBE Firm

708-342-1200

Phone Number

Aaron Villegas

Print Name of Authorized Representative

Owner/ Managing Member

Title

Signature

6/10/2013

Date

7413 Duval Dr., Unit 2A, Tinley Park, IL 60477

Address of MBE/WBE Firm

aaron@midwaycg.com

E-Mail Address



THE BOARD OF COMMISSIONERS  
TONI PRECKWINKLE

PRESIDENT

|                 |           |                            |            |
|-----------------|-----------|----------------------------|------------|
| EARLEAN COLLINS | 1st Dist. | PETER N. SILVESTRI         | 9th Dist.  |
| ROBERT STEELE   | 2nd Dist. | BRIOGET GAINER             | 10th Dist. |
| JERRY BUTLER    | 3rd Dist. | JOHN P. DALEY              | 11th Dist. |
| AM M. BEAVERS   | 4th Dist. | JOHN A. FRITCHEY           | 12th Dist. |
| AH SIMS         | 5th Dist. | LARRY SUFFREDIN            | 13th Dist. |
| PATRICIA MURPHY | 6th Dist. | GREGG GOSLIN               | 14th Dist. |
| JESUS G. GARCIA | 7th Dist. | TIMOTHY D. SCHNEIDER       | 15th Dist. |
| EDWIN REYES     | 8th Dist. | JEFFREY R. TOBOLSKI        | 16th Dist. |
|                 |           | ELIZABETH ANN DOODY GORMAN | 17th Dist. |



COOK COUNTY  
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL  
DIRECTOR

118 North Clark Street, Room 1020  
Chicago, Illinois 60602-1304  
TEL (312) 603-5502  
FAX (312) 603-4547

July 21, 2012

Mr. Aaron A. Villegas, President  
Midway Contracting Group, LLC  
7413 Duvan Drive, Unit 2A  
Tinley Park, IL 60477

Dear Mr. Villegas:

Congratulations, the Office of Contract Compliance is pleased to inform you that Midway Contracting Group, LLC will maintain its certification as an **MBE (9)** by Cook County Government. This **MBE (9)** Certification must be revalidated annually.

**Please use the enclosed Certificate of Certification as validation of your Cook County MBE (9) status and area of specialty.**

As a condition of continued Certification during this three (3) year period, you must file a **"No-Change Affidavit"** within sixty (60) business days prior to the date of annual expiration. A processing fee of \$50.00, payable to Cook County Department of Revenue is required with the No-Change Affidavit. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance within ten (10) days of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Your firm's participation on Cook County contracts will be credited toward **MBE (9)** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your area of specialty, credit toward **MBE (9)** goals will only be recognized for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

LaVerne Hall  
Director

LH/lar



Printed on Recycled Paper



# Cook County Government

## Office of Contract Compliance

certifies that the criteria for certification as a

**Minority Business Enterprise**

has been met by

**Midway Contracting Group, LLC**

Construction: Asbestos Abatement; Environmental Remediation; Selective Demolition

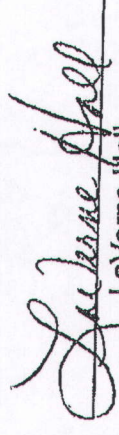
Issued Date: July 21, 2012

No Change Affidavit Due: July 21, 2013

NIGP Code(s): 91038; 92678; 91238

Ethnicity Code: 9

County: Cook

  
LaVerne Hall  
Contract Compliance Director





ILLINOIS

Pat Quinn, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

August 23, 2012

Aaron A Villegas  
Midway Contracting Group Llc  
7413 Duvan Drive  
Suite 2  
Tinley Park, IL 60477-3721

Certification Expires: July 21, 2013

Re: MBE Recognition Certification Approval  
(Cook County)

Dear Business Owner:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Minority Business Enterprise (MBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

BEP accepts the Cook County's certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with Cook County.

At least 60 days prior to the anniversary day of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of any such changes will result in decertification of your firm.

Please keep in mind that, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Currently, your firm's name appears in the State's Directory as a certified vendor with BEP. As you may know, State of Illinois Agencies and State Universities have a spending goal established with BEP-certified companies.

Please visit our website at [www.sell2.illinois.gov](http://www.sell2.illinois.gov) to obtain information about current and upcoming procurement opportunities contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service that you may provide.

Thank you for your participation in BEP. The State of Illinois values its relationship with small and diverse businesses and looks forward to do business with your company. For further information or if you have any questions, please call (312) 814-4190, Toll-free (800) 356-9206, Hearing Impaired (800) 526-0844.

Sincerely,

Gladys Rodriguez  
Certification Manager  
Business Enterprise Program

(L59MBE)

100 W Randolph St., Suite 4-100, Chicago, IL 60601

*Printed on Recycled Paper*





**SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE  
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: KR MILLER CONTRACTORS, INC.

PROJECT NO.: 14

SUB-CONTRACTOR: QU-BAR, Inc.

MBE/WBE:

The undersigned intends to perform Work in connection with the SIP as a (select one):

☐ Sole Proprietor ☒ Corporation ☐ Partnership ☐ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

LAWRENCE ELEMENTARY SCHOOL SCOPE OF WORK:  
HVAC WORK COMPLETE

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

\$136,000-

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attach a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

QU-BAR, Inc.

Name of MBE/WBE Firm

708-339-8360

Phone Number

Walter S. Choksi

Print Name of Authorized Representative

Corporate Secretary

Title

Signature

June 11, 2013

Date

4149 W. 166th St., Oak Forest, IL 60452

Address of MBE/WBE Firm

vscljr@qubarinc.com

E-Mail Address





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

FEB 13 2013

Nick Choksi, President  
Qu-Bar Inc. d/b/a QU-BAR, INC.  
4149 West 166<sup>th</sup> Street  
Oak Forest, IL 60012

**Certificate Expires: July 1, 2013**

Dear Mr. Choksi:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **July 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **May 1, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago 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, and/or gross receipts that exceed the program threshold.

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:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.
- o re-certify with the city within prescribed time frame.



FEB 13 2013

*Further, 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. And 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 that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

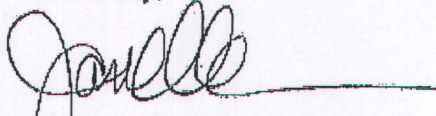
Your firm is listed in the City's Directory of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in the specialty area(s) of:

|            |   |
|------------|---|
| NIGP 03126 | Control Systems: Complete (For Automatic Temperature Control) |
| NIGP 91438 | Electrical  |
| NIGP 91450 | Heating, Ventilating and Air Conditioning (HVAC)              |
| NIGP 92533 | Engineer Services, Professional                               |
| NIGP 95877 | Project Management Services                                   |
| NIGP 96847 | Inspection Services, Construction Type                        |

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) Diversity Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JR/sl



Clear Form

**SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE  
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER:

PROJECT NO. 14

SUB-CONTRACTOR:

QU-BAR, Inc.

MBE/WBE: WBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

☐

Sole Proprietor

☒

Corporation

☐

Partnership

☐

Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the County of Cook. 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 SIP:

Provide complete HVAC System per our Proposal #5414 dated June 6, 2013.

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

\$16,000 - Sixteen Thousand, 00 & 00/100

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

QU-BAR, Inc.

Name of MBE/WBE Firm

Walter S. Choksi

Print Name of Authorized Representative

Signature

4149 W. 166th St., Oak Forest, IL 60452

Address of MBE/WBE Firm

(708) 339-8360

Phone Number

Corporate Secretary

Title

06/12/2013

Date

vscjr@qubarinc.com

E-Mail Address





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

FEB 13 2013

Nick Choksi, President  
Qu-Bar Inc. d/b/a QU-BAR, INC.  
4149 West 166<sup>th</sup> Street  
Oak Forest, IL 60012

**Certificate Expires: July 1, 2013**

Dear Mr. Choksi:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until July 1, 2013.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **May 1, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago 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, and/or gross receipts that exceed the program threshold.

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:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.
- o re-certify with the city within prescribed time frame.



FEB 13 2013

*Further, 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. And 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 that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

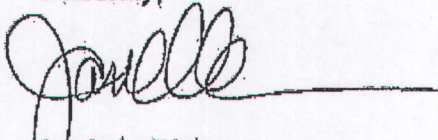
Your firm is listed in the City's Directory of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in the specialty area(s) of:

|            |   |
|------------|---|
| NIGP 03126 | Control Systems: Complete (For Automatic Temperature Control) |
| NIGP 91438 | Electrical  |
| NIGP 91450 | Heating, Ventilating and Air Conditioning (HVAC)              |
| NIGP 92533 | Engineer Services, Professional                               |
| NIGP 95877 | Project Management Services                                   |
| NIGP 96847 | Inspection Services, Construction Type                        |

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) Diversity Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JR/sl



Clear Form

**SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE  
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: KR Miler Contractors, Inc.

PROJECT NO.: X 14

SUB-CONTRACTOR: National Painting, Inc.

MBE/WBE: WBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

☐

Sole Proprietor

☒

Corporation

☐

Partnership

☐

Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

Painting for Lawrence Elementary School.

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

\$235,600

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

National Painting, Inc.

Name of MBE/WBE Firm

Edyta Brys

Print Name of Authorized Representative



Signature

811 W. Evergreen Ave. Ste. 400 Chicago IL 60642

Address of MBE/WBE Firm

(312) 265-1460

Phone Number

President

Title

6/19/2013

Date

ebrys@nationalpaintinginc.net

E-Mail Address





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

NOV 07 2012

Joanna Brys  
National Painting, Inc.  
811 W Evergreen  
Suite 400  
Chicago, IL 60642

**Certificate Expires: July 1, 2013**

Dear Joanna Brys:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **July 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **July 1, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago 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, and/or gross receipts that exceed the program threshold.

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

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.
- o re-certify with the city within prescribed time frame.



*Handwritten:* MAY 10 1992

*Further, 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. And 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 that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

Your firm is listed in the City's Directory of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in the specialty area(s) of:

| <u>NIGP Codes</u> | <u>Description</u>  |
|-------------------|---|
| 91054             | Painting, Maintenance and Repair Services                       |
| 91075             | Wall and Ceiling Repair and Replacement (Including Drywalling)  |
| 91461             | Painting  |
| 96755             | Paint, Varnish, Lacquer and Related Products Production Service |

Your firm's participation on City contracts will be credited only toward Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) Diversity Programs.

Sincerely,

  
Jamie L. Rhee  
Chief Procurement Officer

JR/bl



**SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE  
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: KIR MILLER CONTRACTORS PROJECT NO.: 14

SUB-CONTRACTOR: VALOR TECHNOLOGIES INC MBE/WBE: MBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

☐ Sole Proprietor ☒ Corporation ☐ Partnership ☐ Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

SELECTIVE DEMOLITION / ENVIRONMENTAL REMEDIATION

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

BOWEN: \$ 259,700.00  
ASHE

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

VALOR TECHNOLOGIES INC  
Name of MBE/WBE Firm

630-679-9800  
Phone Number

SCOTT A. MONTGOMERY  
Print Name of Authorized Representative

VICE PRESIDENT  
Title

[Signature]  
Signature

7/22/13  
Date

3 NORTH POINT COURT, BOUNTY BROOK, IL 60440  
Address of MBE/WBE Firm

Scott@valor-technologies.com  
E-Mail Address





JAN 15 2013 DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

Alessio Foracappa  
Valor Technologies, Inc.  
3 Northpoint Court  
Bolingbrook, Illinois 60440

**Annual Certificate Expires: January 1, 2014**

Dear Mr. Foracappa:

We are pleased to inform you that Valor Technologies, Inc. has been re-certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until January 1, 2018; however your firm's certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's No Change Affidavit is due by January 1, 2014. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit** by November 1, 2013.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago 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, and/or gross receipts that exceed the program threshold.

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



JAN 15 2013

Further, 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. And 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 that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

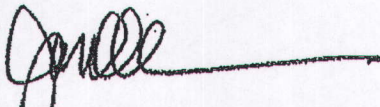
Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS 562910 – Environmental remediation services**

Your firm's participation on City contracts will be credited only toward Minority owned Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward goals will be given only for work done in the specialty category.

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

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/vlw



**EXHIBIT 12 – SCHEDULE D (MBE/WBE UTILIZATION PLAN)**

**ATTACHED HERETO**



**Clear Form**

**SCHEDULE D – MINORITY/WOMAN BUSINESS ENTERPRISE UTILIZATION PLAN  
PUBLIC BUILDING COMMISSION OF CHICAGO**

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: K.R. Miller Contractors, Inc.

PROJECT NO.: 14

STATE LINE [5] (COST OF THE WORK) FROM YOUR REVISED GMP PROPOSAL:

\$ 10,537,993.00

The undersigned duly authorized representative of the above named Design-Builder has: personally reviewed this Schedule D- Minority/Woman Business Enterprise Utilization Plan to achieve the MBE/WBE goals established by the PBC, specifically a minimum of 30 percent of the total Cost of the Work to be allocated to MBE firms and 5 percent of the total Cost of the Work to be allocated to WBE firms; states the following MBE/WBE firms will participate in the performance of the Work to the extent of the dollar amount listed below; and also affirms, and has included Letter(s) of Certification, that the MBE/WBE firms have been certified as such by the City of Chicago or the County of Cook.

| MBE/WBE FIRM                                      | TYPE OF WORK           | AMOUNT OF PARTICIPATION |               |
|---|------------------------|-------------------------|---------------|
|   |                        | MBE (\$)                | WBE (\$)      |
| See continuation sheet for M/WBE subcontractors   | See continuation sheet | \$ 3,466,043.00         | \$ 541,902.00 |
|   |                        |                         |               |
|   |                        |                         |               |
|   |                        |                         |               |
|   |                        |                         |               |
|   |                        |                         |               |
|   |                        |                         |               |
|   |                        |                         |               |
| <b>TOTALS:</b>                                    |                        | \$ 3,466,043.00         | \$ 541,902.00 |
| <b>COMMITMENT PERCENTAGE AS COST OF THE WORK:</b> |                        | 32.89%                  | 5.14%         |

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

I do solemnly declare and affirm under penalties of perjury that the contents herein are, to the best of my knowledge, information and belief, the facts and representations contained herein are true, and no material facts have been omitted, and that I am authorized on behalf of the Design-Builder to make this affidavit, and will execute a formal agreement for the Work with the listed MBE/WBE firms upon execution of the Design-Build Agreement with the PBC.

SIM HEIDORN  
Print Name of Authorized Representative

SR Vice President  
Title

[Signature]  
Signature

7-22-13  
Date

SIM HEIDORN  
Designated Design-Builder MBE/WBE Contact Name

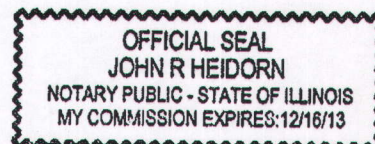
312-432-1070 jim-krm@skgglobal.net  
MBE/WBE Contact Phone MBE/WBE Contact Email

State of ILLINOIS )  
County of Cook ) SS.

On this 22<sup>nd</sup> day of July, 2013, the above named authorized representative personally appeared and known by me to be the person described in the foregoing acknowledged that (s)he executed the same in the capacity stated therein and for the purposes set forth therein. IN WITNESS WHEREOF, I hereunto set my hand and seal:

[Signature]  
Notary Public Signature

Seal:





CONTINUATION OF SCHEDULE D - MINORITY/WOMAN BUSINESS ENTERPRISE UTILIZATION PLAN  
PUBLIC BUILDING COMMISSION OF CHICAGO

DESIGN BUILDER: K.R. MILLER CONTRACTORS, INC. PROJECT 14

STATE LINE [4] (COST OF WORK) FROM YOUR GMP PROPOSAL: \$ 10,537,993.00

| MBE/WBE FIRM                               | TYPE OF WORK             | AMOUNT OF PARTICIPATION |               |
|--|--------------------------|-------------------------|---------------|
|  |                          | MBE (\$)                | WBE (\$)      |
| LIVE WIRE                                  | ELECTRIC                 | \$ 463,737.00           |               |
| PINTO                                      | CARP/DRYWALL/DOORS, ETC. | \$ 328,910.00           |               |
| UNIQUE CASEWORK                            | LOCKERS                  | \$ 58,720.00            |               |
| QUBAR                                      | HVAC                     | \$ 152,000.00           |               |
| GARTH/KNICKERBOCKER                        | ROOF SUPPLY              | \$ 80,000.00            |               |
| MIDWAY                                     | DEMO/SPRAY FP/ABATE      | \$ 111,957.00           |               |
| ROMERO                                     | STEEL                    | \$ 82,000.00            |               |
| DRIVE                                      | SCOPE ROOF DRAINS        | \$ 37,969.00            |               |
| KEYBOARD                                   | LABOR/CARP/SUPERVISION   | \$ 941,810.00           |               |
| BOBERG/INTEGRATED                          | LOW VOLTAGE              | \$ 250,000.00           |               |
| BCE/INTEGRATED                             | ENGINEERING SERVICES     | \$ 50,000.00            |               |
| TERRA                                      | CIVIL ENGINEER           | \$ 6,000.00             |               |
| RTM  | MEP ENGINEER             | \$ 130,000.00           |               |
| VALOR                                      | DEMO/ABATEMENT           | \$ 259,700.00           |               |
| MARKET                                     | ACCOUSTIC CELINGS        | \$ 178,000.00           |               |
| ACCH                                       | HVAC                     | \$ 178,000.00           |               |
| PLATA                                      | SUPERVISION              | \$ 42,240.00            |               |
| EXPRESS/SHARLEN                            | ELECTRIC SUPPLY          | \$ 115,000.00           |               |
| EC PURDY                                   | ARCHITECT                |                         | \$ 31,612.00  |
| NATIONAL PAINT                             | PAINT                    |                         | \$ 235,600.00 |
| EVERGREEN/INTEGRATED                       | ELECTRIC SUPPLY          |                         | \$ 75,000.00  |
| KBI  | CASEWORK                 |                         | \$ 42,466.00  |
| GARRIGAN                                   | DRYWALL/CARPENTRY        |                         | \$ 157,224.00 |
|  |                          |                         |               |
|  |                          |                         |               |
|  |                          |                         |               |
| TOTALS:                                    |                          | \$ 3,466,043.00         | \$ 541,902.00 |
| COMMITMENT PERCENTAGE AS COST OF THE WORK: |                          | 32.89%                  | 5.14%         |

SEE PREVIOUS PAGE FOR SUMMATION



**EXHIBIT 13 – DISCLOSURE AFFIDAVIT**

**AS SUBMITTED FROM INITIAL RFP**



## SECTION VII – DISCLOSURE OF RETAINED PARTIES

### (1) DEFINITIONS AND DISCLOSURE REQUIREMENTS

- a. As used herein, "Proposer" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").
- b. Commission bids, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Proposer has retained or expects to retain with respect to the contract or lease. In particular, the Proposer 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 Proposer is not required to disclose employees who are paid solely through the Proposer's regular payroll.
- c. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake 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.

### (2) CERTIFICATION

Proposer hereby certifies as follows:

- a. This Disclosure relates to the following transaction:  
2013 School Investment Program
- b. Description or goods or services to be provided under Contract:  
Design/Build Services
- c. Name of Proposer:  
K.R. Miller Contractors, Inc.

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

Retained Parties:

| Name | Business Address | Relationship<br>(Attorney,<br>Lobbyist, etc.) | Fees (indicate<br>whether paid or<br>estimated) |
|------|------------------|---|---|
|      |                  |   |   |
|      |                  |   |   |
|      |                  |   |   |
|      |                  |   |   |
|      |                  |   |   |

Indicate Here If No Such Persons Have been Retained or Are Anticipated to Be Retained: X



(4) The Proposer 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 Proposer's participation in the contract or other transactions with the Commission.
- b. If the Proposer is uncertain whether a disclosure is required, the Proposer must either ask the Commission's Representative or his or her manager 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 Proposer 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 Proposer and that the information disclosed herein is true and complete.

Signature

April 30, 2013

Date

Keith Miller

President

Name (Type or Print)

Title

Signed and sworn to before me on this 30th day of April, 2013 by

KEITH R. MILLER (Name) as PRESIDENT (Title) of

K.R. Miller Contractors, Inc. (Bidder/Proposer or Contractor).

Notary Public Signature and Seal

OFFICIAL SEAL  
JOHN R HEIDORN  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 12/16/13



**EXHIBIT 14 – DISCLOSURE OF RETAINED PARTIES**

**AS SUBMITTED FROM INITIAL RFP**



## SECTION VI – DISCLOSURE AFFIDAVIT

| PROPOSER INFORMATION        |                               |
|-----------------------------|-------------------------------|
| NAME OF DESIGN-BUILD ENTITY | K.R. Miller Contractors, Inc. |
| CONTACT PERSON              | Keith R. Miller, President    |
| ADDRESS                     | 1624 Colonial Parkway         |
| CITY, STATE, AND ZIP CODE   | Inverness, IL 60067           |
| TELEPHONE NUMBER            | 312-432-1070                  |
| FAX NUMBER                  | 847-358-6504                  |
| E-MAIL ADDRESS              | keith-krm@sbcglobal.net       |

### (1) DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, Proposer shall provide the following information. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Respondent is a:

- A. ☒ Corporation
- B. ☐ Joint Venture
- C. ☐ LLC or Other

Please complete the applicable corresponding section below.

#### A. CORPORATIONS

State of Incorporation: Illinois

Authorized to do business in the State of Illinois: Yes ☒ No ☐

Names of all officers of corporation (complete or attach list):

|                          |                              |
|--------------------------|------------------------------|
| Names:                   | Titles:                      |
| <u>Keith R. Miller</u>   | <u>President</u>             |
| <u>James Heidorn</u>     | <u>Senior Vice President</u> |
| <u>Michael Cwienkala</u> | <u>Vice President</u>        |
| <u>Susan Miller</u>      | <u>Secretary</u>             |

Names of all directors of corporation (complete or attach list):

Same As Above  
\_\_\_\_\_  
\_\_\_\_\_



Is the corporation owned partially or completely by one or more other corporations?

Yes ☐ No ☒

If "yes" provide the above information, as applicable, for each such corporation.

Indicate here or attach a list names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

| Names of Shareholders | Percent Interest Owned |
|-----------------------|------------------------|
| Keith Miller          | 100 %                  |
|                       | %                      |
|                       | %                      |
|                       | %                      |

B. JOINT VENTURES

If Proposer is a Joint Venture, name each venture partner and the percentage of each therein. Where venture party is Corporation or LLC or Other also provide information required above for Corporations or below for LLCs or Other.

| Names of Venture partners | Percent Interest Owned |
|---------------------------|------------------------|
|                           | %                      |
|                           | %                      |
|                           | %                      |
|                           | %                      |

C. LLCs and Other Commercial Organizations

If Proposer is a LLC or Other Commercial or Legal Entity, name each entity and each person with an ownership or other beneficial interest in the entity. Describe the interest of each party including any percentage ownership of each. Where any disclosed party is Corporation also provide information required above for Corporations.

| Names | Interest Described and Percent Owned |
|-------|--------------------------------------|
|       | %                                    |
|       | %                                    |
|       | %                                    |
|       | %                                    |



(2) PROPOSER CERTIFICATION

a. PROPOSER

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

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

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

Made an admission of such conduct as described above which is a matter of record but has not been prosecuted for such conduct.

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

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

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

The Proposer certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.
- 2) Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;



- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated above; and
- 4) Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

b. CONSULTANTS & SUBCONTRACTORS

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

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

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

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

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



c. STATE TAX DELINQUENCIES

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

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

If the Proposer is unable to certify to any of the above statements, the Proposer shall attach an explanation or explain below.

NA

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

If any subcontractors are to be used in the performance of this contract or agreement, the Proposer shall cause such subcontractors to certify the same as of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

d. OTHER TAXES/FEEES

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

If Proposer is unable to certify to the above statement, Proposer shall explain below and attach additional sheets if necessary.

NA

---

---

---

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

e. PUNISHMENT

A Proposer who makes a false statement on this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

f. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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



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

NA

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---

---

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

g. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

If the Proposer cannot make the certification contained herein, identify any exceptions:

NA

---

---

(Attach additional pages of explanation to this Disclosure Affidavit, if necessary.)

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

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

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

h. INCORPORATION INTO CONTRACT AND COMPLIANCE

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



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

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

  
Signature of Authorized Officer

Keith R. Miller  
Name of Authorized Officer (Print or Type)

President  
Title

312-432-1070  
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 30th day of April, 2013 by

KEITH R. MILLER (Name) as PRESIDENT (Title) of

K.R. Miller Contractors, Inc. (Bidder/Proposer or Contractor)

  
Notary Public Signature and Seal

