

PBC 013

Contractor: K.R. MILLER CONTRACTORS, INC
Contact Name: KEITH MILLER
Address: 1624 COLONIAL Parkway
City/State/Zip: EVANSTON, IL 60067
Phone Number: 847-358-6400

TO BE EXECUTED IN DUPLICATE

**BOOK 1:
PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION
DOCUMENTS**

CONTRACT NO. 1465

**Mark T. Skinner Elementary School
1260 West Adams Street
New Construction
CPS-23**

PUBLIC BUILDING COMMISSION OF CHICAGO



**Mayor Richard M. Daley
Chairman**

**Montel M. Gayles
Executive Director**

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

Any contract entered into as a result of this bid process is governed by: Book 1 "Project Information, Instructions To Bidders, and Execution Documents;" Book 2 "Standard Terms and Conditions for Construction Contracts (with Community Hiring Requirement);" Book 2A "Standard Terms and Conditions Procedures Manual;" and Book 3 "Technical Specifications" and the drawings.

January 2008

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1465

TABLE OF CONTENTS

I. INTRODUCTION	4
II. PROJECT INFORMATION.....	4
A. GENERAL INFORMATION	4
B. TIME OF COMPLETION	5
C. COMMISSION'S CONTINGENCY FUND.....	5
D. COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED	6
E. LIQUIDATED DAMAGES	6
III. INSTRUCTIONS FOR BIDDERS	8
A. EXAMINATION OF DOCUMENTS BY BIDDER	8
B. INTERPRETATIONS OR ADDENDA	8
C. INSPECTION OF SITE	8
D. PRE-QUALIFICATION OF BIDDERS	8
E. COMPETENCY OF BIDDER	9
F. PREPARATION OF BID	9
G. BID GUARANTEE: DEPOSIT AND TIME PERIOD	14
H. ADMINISTRATIVE FEE	14
I. BIDDER'S EXECUTION OF BID	141
J. AFFIDAVIT OF NON-COLLUSION	11
K. MBE AND WBE COMMITMENTS	11
L. AFFIDAVIT OF UNCOMPLETED WORK	141
M. BIDDER'S FINANCIAL STATEMENT	12
N. DISCLOSURE AFFIDAVIT	12
O. STATEMENT OF BIDDER'S QUALIFICATIONS	14
P. DISCLOSURE OF RETAINED PARTIES	142
Q. SUBMISSION OF BID	12
R. WITHDRAWAL OF BIDS BEFORE BID OPENING	13
S. OPENING OF BIDS	13
T. EVALUATION OF BIDS	14
U. BASIS OF AWARD	14
V. ALTERNATES-COMMISSION DISCRETION	14
W. AWARD OF CONTRACT; REJECTION OF BIDS	14
X. PERFORMANCE AND PAYMENT BOND AND INSURANCE	14
Y. ORDER OF PRECEDENCE OF COMPONENTS OF THE CONTRACT DOCUMENTS	17
Z. PROTESTS.....	18
AA. LICENSING	18
IV. PROPOSAL AND EXECUTION DOCUMENTS	19
A. CONTRACTOR'S BID.....	19
B. ACCEPTANCE OF THE BID.....	24
C. CORPORATE RESOLUTION (IF A CORPORATION)	25
V. PROPOSAL SUPPORT DOCUMENTS	26
A. BASIS OF AWARD (AWARD CRITERIA)	26

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED.....31

- Affidavit Of Noncollusion 31
- SCHEDULE B - Joint Venture Affidavit (1 of 3)..... 32
- SCHEDULE B - Joint Venture Affidavit (2 of 3)..... 33
- SCHEDULE B - Joint Venture Affidavit (3 of 3)..... 34
- SCHEDULE C - Letter of Intent from MBE/WBE (1 of 2)..... 35
- SCHEDULE C - Letter of Intent from MBE/WBE (2 of 2)..... 36
- SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation (1 of 2) 37
- SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation (2 of 2) 38
- SCHEDULE E - Request for Waiver from MBE/WBE Participation..... 39
- Affidavit of Uncompleted Work 40
 - A. Work Under Contract 40
 - B. Uncompleted Work to be Completed with the Bidder's own Forces..... 40
 - C. Work Subcontracted to Others..... 42
- Statement Of Bidder's Qualifications 44
- Disclosure of Retained Parties 46
- Performance and Payment Bond 48
- Bond Approval 51
- Document Submittal Checklist..... 52

EXHIBITS

I. COOK COUNTY PREVAILING WAGE SHEET

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

I. INTRODUCTION

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

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

II. PROJECT INFORMATION

A. General Information

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

**Mark T. Skinner Elementary School
1260 West Adams Street
New Construction
CPS-23**

Bidders must be pre-qualified by the PBC to bid on this Project.

2. General Description of Scope of Work:
 - a) As further described in the detailed specifications, prototype three story steel masonry, 103,000 SF, pre-K through 8th grade facility. Standard elementary school amenities. LEED Silver Certification.
 - b) This description of Work is intended to be general in nature and is neither a complete description nor a limitation of the Work to be performed.
3. Construction Budget: \$25,460,000.00 excluding Allowances and Commission's Contingency Funds.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

4. User Agency: **Chicago Public Schools**
5. Project is located in Ward: **27**
6. Requests for Information (prior to award of a contract for this project): send to Public Building Commission of Chicago, Attn: Janice Meeks, Contract Administrator via (fax) 312-744-3572 or (email) janicemeeks@cityofchicago.org
7. Documents Available from: **Cushing Color, 420 W. Huron Street, Chicago, IL 60601, tel: 312-226-8228**
8. **Online construction documents available at: <http://dfs.cushingco.com/pbc.htm> password: 1465**
9. Pre-Bid Meeting Date, Time, and Location: **Thursday, February 7, 2008 at 11:30AM** in the 2nd Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602
10. Technical Review Meeting Date and Time: **Friday, February 15, 2008 at 1:00PM**
11. Bid Opening Date and Time: **Tuesday, March 4, 2008 at 2:00PM**
12. Amount of Bid Deposit: **5% of bid amount**
13. Administrative Fee: **\$5,000.00**
14. Amount of Contingency Fund: **\$500,000.00**
15. Document Deposit: **Not Applicable**
16. Cost for Additional Documents (per set): **At contractor's own expense**
17. MBE/WBE Contract Goals: **24% MBE and 4% WBE**

B. Time of Completion

The Work must be completed within **(463)** calendar days of the date indicated in the Notice to Proceed.

Punch List Work must be completed within 30 calendar days.

Weather Days 0 calendar days

There are no Weather Days that will be provided as time extensions on this project. The Contractor must achieve the schedule provided in Section II.B "Time of Completion" regardless of weather conditions during the project.

C. Commission's Contingency Fund

The Commission's Contingency Fund for this project is: **\$500,000.00.**

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

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

D. Copies of Drawings and Specifications Furnished

The Commission will furnish to the Contractor one (1) set of electronic documentation and one (1) hard copy set of Drawings and Specifications for the execution of the Work. The Contractor is responsible for obtaining additional copies at its own cost.

E. Liquidated Damages

1. The Contractor and the Commission understand and mutually agree that the date to begin the Work, the time of completion of the Work, Contract Completion Date, and the time of completion of Punch List Work, all as specified in the Contract, hereunder are essential conditions of this Contract. It is further mutually understood and agreed that the Work embraced in this Contract must be commenced on a date to be specified in the Notice to Proceed.
2. The Contractor agrees that said Work must be executed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time herein specified, or any proper extension thereof granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of:

Substantial Completion of Phase (s), Milestones, or Project	\$5,000per Day
Completion of Punch List Work	\$2,500 per Day
Completion of Base Contract Work at Project Substantial Completion if Commission occupies project	\$2,500 per Day

not as a penalty but as liquidated damages for such breach of contract as herein set forth for each and every Day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work and/or the Punch List Work, as well as any time extensions granted by Change Order.

3. The Commission may recover said liquidated damages by deducting the amount thereof out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request.
4. Completion of the Work, for the purposes of this section only, shall occur upon completion of all of the Work required by the Contract Documents. Completion of Milestones, Phases,

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

Base Contract Work or Punch List Work, for the purposes of this section only, shall occur upon the Commission's determination that the Milestones, Phases, Base Contract Work or Punch List Work is completed.

End of Section II. "Project Information".

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

III. INSTRUCTIONS FOR BIDDERS

A. Examination Of Documents By Bidder

1. The Bidder shall, before submitting its bid, carefully examine all Contract Documents, including but not limited to, the Project Information, Instructions To Bidders, and Execution Documents (Book 1); Standard Terms and Conditions (Book 2); Standard Terms and Conditions Procedures Manual (Book 2A) Technical Specifications (Book 3); plans; drawings; Addenda (if any); and bonds. The Bidder shall inspect in detail the site of the proposed Work and familiarize itself with all the local conditions affecting the Contract and the detailed requirements of construction. If its bid is accepted, the bidder will be responsible for all errors in its proposal resulting from failure or neglect to comply with these instructions. In no case will the Commission be responsible for any change in anticipated profits resulting from such failure or neglect.

B. Interpretations Or Addenda

1. The Commission will not furnish oral interpretations of Contract Documents, before or subsequent to the award of a contract. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the PBC, attn: Janice Meeks, Contract Administrator, fax 312-744-3572 or email; janicemeeks@cityofchicago.org. Every interpretation or revision will be in the form of an addendum to the Contract Documents and, when issued, will be on file in the office of the Commission. Although all addenda will be faxed, emailed, or mailed to each Bidder obtaining Contract Documents, it shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto and all Bidders shall be bound by such addenda, whether or not received by the Bidders.

C. Inspection Of Site

Bidder shall inspect the Site to become familiar with the conditions relating to the Work to be performed, the facilities involved, and the difficulties and restrictions attending the performance of this Contract. Failure of the Bidder to visit the Site shall not relieve or alter the Bidder's responsibility for completing the Work as required by the Contract Documents.

D. Pre-Qualification Of Bidders

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

or submit any additional documents requested by the Commission shall be grounds for disqualification.

E. Competency of Bidder

1. The Commission reserves the right to refuse to award a Contract to any person, firm, or corporation that is in arrears or is in default to the Commission upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform faithfully any previous contract with the Commission, or any of the User Agencies on whose behalf the PBC constructs public buildings.
2. The Bidder, if requested, must present within a reasonable time, as determined by the Commission, evidence satisfactory to the Commission of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.

F. Preparation of Bid

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

7. Current versions of the following documents shall be on file at the Commission at the time of bid opening:
 - a) Financial Statement
 - b) Disclosure Affidavit
 - c) Statement of Bidder's Qualifications
8. If the contract is open to bidders that are not pre-qualified as stated in Part II "Project Information", packages containing the forms for the financial statement, Disclosure Affidavit, and Statement of Bidder's Qualifications are available to pick up from the Commission's office or to download from the Commission's web site. See the title page for address information.
9. The apparent 1st low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

G. Bid Deposit: Time Period

1. The Bid must be accompanied by a "Bid Deposit" in the amount set forth in Part II.A. "General Project Information" to ensure:
 - a) Non-withdrawal of the bid after date and time of opening.
 - b) The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.
2. The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.
3. The Bidder agrees that this bid may be held by the Commission for a period not exceeding ninety (90) days from the date fixed for the opening of bids and that the bid may not be withdrawn within that period.
4. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
5. The bid bonds, certified checks, or cashier's checks of unsuccessful Bidders will be returned as soon as practicable after the opening of the bids; however, the deposits of the three (3) lowest Bidders shall be retained until the Commission awards the Contract to one of them, or for any reason rejects all bids.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

H. Administrative Fee

Each Bidder must submit with its bid a certified or cashiers' check in the amount set forth in Part I.A. "Administrative Fee" as an administrative fee for processing and handling of non-responsive bids. Upon award of the contract, the successful Bidder's check, and the checks of all Bidders whose bids are determined by the Commission to have been responsive, shall be returned to the Bidders submitting them. Should one or more bids be rejected by the Commission as non-responsive, the checks from the non-responsive Bidder or Bidders shall be deposited in the general funds of the Commission as an administrative fee to compensate the Commission for the costs of processing and handling the non-responsive bid or bids.

I. Bidder's Execution of Bid

1. The Bidder must execute the Bid in two (2) original counterparts.
2. Bids must be submitted with original signatures in the space provided on the appropriate Part III.B. "Acceptance of the Bid." Bids not properly signed shall be rejected.
3. If Bidder is a corporation, the President and Secretary must execute the bid. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for said corporation.
4. If Bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Commission must be submitted.
5. If Bidder is a sole proprietorship, the sole proprietor must execute the bid.
6. A "Partnership," "Joint Venture," or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (1992).

J. Affidavit of Non-Collusion

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

K. MBE and WBE Commitments

Each Bidder shall submit with its Bid affidavits and supporting documents describing the extent to which Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") firms will participate in the Contract.

L. Affidavit of Uncompleted Work

The Bidder is required to submit a fully executed Affidavit of Uncompleted Work, which declares, among other things, the value and estimated completion date of all uncompleted contracts to be completed with Bidder's own forces and to be subcontracted to others. Such affidavit shall be attached to the bid on the form provided.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

M. Bidder's Financial Statement

Each Bidder shall have on file in the office of the Commission at the time of bid opening a financial statement dated not earlier than the end of said Bidder's last fiscal year period. This will be kept on file by the Commission as a representative statement for a period of one year only. If a Bidder does not have such statement on file, it must submit a copy with its bid. Failure to have a current financial statement on file at the Commission at time of bid opening may be cause for the rejection of the Contractor's Bid.

N. Disclosure Affidavit

Each Bidder shall have on file in the office of the Commission at the time of bid opening a fully executed Disclosure Affidavit.

O. Statement of Bidder's Qualifications

Each Bidder shall have on file in the office of the Commission at the time of bid opening a fully executed Statement of Bidder's Qualifications or a Qualification Submittal in response to a Request for Qualifications (RFQ). The Commission reserves the right to request additional information regarding the capability of the Bidder to perform the Contract.

P. Disclosure of Retained Parties

The apparent low Bidder and the apparent 2nd low bidder shall submit a fully-executed Disclosure of Retained Parties pursuant to the instructions on the document within five (5) days of receipt of notice to provide such Disclosure.

Q. Submission of Bid

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

R. Withdrawal Of Bids Before Bid Opening

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

S. Opening Of Bids

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

T. Evaluation of Bids

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

U. Basis of Award

The Bidder shall complete the figures in the Award Criteria Formula to compute the Award Criteria Figure and complete the Trade Participation information. Such information shall be attached to the bid on the form provided. All calculations will be verified pursuant to instructions provided in the form.

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

V. Alternates-Commission Discretion

Acceptance of any Alternates will be in the sole discretion of the Commission. The Scope or Work for the Contract awarded pursuant to the Bid shall include all of the Work included in the Total Base Bid and as described in the Contract Documents less, as determined in the sole judgment of the Commission, the Scope of Work as described in Alternate #1 and/or Alternate #2 and/or Alternate #3.

The determination of the Commission to accept any Alternate or any combination of Alternates shall be made after the bids are computed in accordance with the "Basis of Award" (Article III, Section U) provision above and before the Scope of Work to be included in the Contract is established and Contract award is made. The Commission may, after first determining which is the lowest responsive Bid by a responsible Bidder, determine that it is

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

in the best interest of the PBC and the User Agency to increase the Construction Budget rather than accept any or all of the Alternates in the low bid.

W. Award Of Contract; Rejection Of Bids

1. The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract.
2. Upon award of Contract, the Commission will process the Contract for final execution.
3. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.

X. Performance and Payment Bond and Insurance

1. Each Bidder shall furnish proof of its ability to provide the bonds and insurance required by the Contract with its bid. With respect to the payment and performance bonds, a letter from the Bidder's surety affirming the surety's willingness to provide the Bidder's bonds is sufficient. With respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.

The insurance requirements for this project are as follows: The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose

a) Insurance To Be Provided By The Contractor

1) Workers' Compensation and Employers Liability

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 \$500,000 each accident, illness or disease.

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 (for minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability with no limitation endorsement. The Public Building Commission, Board of Education of the City of Chicago and City of Chicago are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

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

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

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

4) **Contractors Pollution Liability**

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission, Board of Education of the City of Chicago and City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

5) **Professional Liability**

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

6) **Builders Risk**

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage must include but are not limited to the following: right to partial occupancy, collapse, water including overflow, leakage, sewer backup, or seepage, damage to adjoining or existing property, debris removal, scaffolding, false work, fences, and temporary structures, faulty workmanship or materials, and equipment stored off site or in transit. The Public Building Commission, Board of Education of the City of Chicago, and the City of Chicago are to be named as additional insureds and loss payees

The Contractor is responsible for all loss or damage to Public Building Commission, City of Chicago and/or Board property at full replacement cost. The Contractor is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, and supplies owned, rented, or used by Contractor.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

b) Additional Requirements

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

The insurance must provide for 60 days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance must be borne by Contractor.

The Contractor agrees that insurers waive their rights of subrogation against the Public Building Commission, 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 Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Public Building Commission and the Board of Education of the City of Chicago and the City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

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

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

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the insurance for subcontractors. All subcontractors are

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

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

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

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

Y. Order of Precedence of Components of the Contract Documents

1. The order of precedence of the components of the Contract Documents shall be as follows:
 - a) Addenda, if any;
 - b) Standard Terms and Conditions For Construction Contracts (Book 2), and Standard Terms and Conditions Procedures Manual; (Book 2A)
 - c) Technical Specifications (Book 3) and Drawings;
 - d) Project Information, Instructions to Bidders, and Execution Documents (Book 1);
 - e) Public Advertisement; and
 - f) Performance and Payment Bond.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

2. The foregoing order of precedence shall govern the interpretation of the Contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the Commission.

Z. Protests

1. The bidder shall submit any protests or claims regarding this solicitation to the office of the Commission's Executive Director. A pre-bid protest must be filed five (5) days before the bid opening date, a pre-award protest must be filed no later than ten (10) days after the bid opening date, and a post-award protest must be filed no later than ten (10) days after the award of the Contract.
2. All protests or claims must set forth the name and address of the protester, the Contract number, the grounds for the protest or claim, and the course of action that the protesting party desires that the Executive Director take.

AA. Licensing

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

IV. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1465 including, but not limited to, a) Project Information, Instructions To Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), and Standard Terms and Conditions Procedures Manual (Book 2A) c), Technical Specifications (Book 3) , d), Plans and Drawings, and e). Addenda Nos. (none unless indicated here)

#1	Dated	2/14/08
#2	Dated	2/26/08
#3	Dated	2/28/08

Further, the Contractor, having inspected the Site and become familiar with the conditions affecting the cost of the Work and with the requirements of the Contract, hereby proposes to furnish all labor, necessary tools, materials and other work necessary to perform and complete in a workmanlike manner the TYPE OF WORK for PROJECT located at the Site designated as required by and in strict accordance with the Contract Documents for the Base Contract Price listed on the next page.

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

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

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

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1465

BID FORM

	\$AMOUNT
WORK	\$ 24,328,100 ⁻
ELECTRICAL SWITCH ALLOWANCE	\$175,000.00
CCTV EQUIPMENT ALLOWANCE	\$180,500.00
SITE WORK ALLOWANCE	\$261,100.00
COMMISSION'S CONTINGENCY FUND	\$500,000.00
TOTAL BASE BID	\$ 25,444,700⁻

AWARD CRITERIA FIGURE (See Article V. Proposal Support Document, line 15, column of Award Criteria Figure):

(\$ 24,426,912⁻)

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

Safeco Insurance Company of America
2800 W. Higgins Road, Suite 1100
Hoffman Estates, IL 60169-7205

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

ALTERNATES (if any are solicited by the Contract Documents):

Accepted by
the
Commission

Yes No

Alternate Description

Alternate Price

Alternate #1 – (DEDUCT) stage curtains, stage rigging and associated pipe supports, gym and stage Borderlight light fixtures, lighting control equipment, and associated wire, as outlined on the drawings and in Specification Section 16555. Contractor to provide stage utility and emergency light fixtures as indicated on the drawings, and boxes, conduit and pull string only for the stage lighting equipment.

-\$ (280,000.00)

Alternate #2 – (DEDUCT) At Corridor 1023, Corridor 2009, and Corridor 3007, in lieu of terrazzo TER1 as outlined on the drawings and in Specification Section 09410, provide resilient tile flooring VCT-1 as outlined on Sheet A13.0 and in Specification Section 09650. In lieu of terrazzo TER2 as outlined on the drawings and in Specification Section 09410, provide resilient tile Flooring VCT-2 as outlined on Sheet A13.0 and in Specification Section 09650.

-\$ (229,000.00)

Alternate #3 – (DEDUCT) – In lieu of specified Facebrick 'A' as outlined on the drawings and in Specification Section 04200, provide " Facebrick A (alt): Sioux City Mission Pink Velour (Orange); 16" Utility, 3-5/8"Hx3-5/8"Dx15-5/8"L". In lieu of specified Facebrick 'B' as outlined on the drawings and in Specification Section 04200, provide " Facebrick B (alt): Sioux City Dakota Pink Velour (Red); 16" Utility, 3-5/8"Hx3-5/8"Dx15-5/8"L".

-\$ (66,150.00)

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

Site Work Allowance Schedule

Item No.	Description of Work	Unit(s)	Unit Price
1	Loading, transportation and disposal of stockpiled contaminated soil	Tons	\$30.00
2	Excavation, loading, transportation and disposal of contaminated soil	Tons	\$45.00
3	Loading, transportation and disposal of stockpiled un-suitable soil	Tons	\$30.00
4	Excavation, loading, transportation and disposal of in-place un-suitable soil	Tons	\$45.00
5	Load, place and compact on-site fill material from stockpile	Cubic Yards	\$8.00
6	Excavate, load, place and compact on-site fill material	Cubic Yards	\$11.50
7	Demolition, removal, transportation and disposal of underground concrete footings and remnants. Paid to 1 foot below plan subgrade only.	Cubic Yards	\$25.00
8	UST Removal (Tank < 5000 gal capacity), including any 1 drum of sludge, all fluids within the tank, excavation, transportation and disposal of contaminated soil to 4 feet on each side of actual tank dimensions, 2 feet below tank and associated backfill to meet existing grade.	Each	\$28,100.00
9	UST Removal (tank of 5000-10,000 gal capacity), including any 1 drum of sludge, all fluids within the tank, excavation, transportation and disposal of contaminated soil to 4 feet on each side of actual tank dimensions, 2 feet below tank and associated backfill to meet existing grade.	Each	\$44,000.00
10	UST Removal (Tank of > 10,000 gal capacity), including any 1 drum of sludge, all fluids within the tank, excavation, transportation and disposal of contaminated soil to 4 feet on each side of actual tank dimensions, 2 feet below tank and associated backfill to meet existing grade.	Each	\$55,000.00
11	UST tank sludge removal and disposal (55-gallon drum)	Drums	\$350.00
12	Bulk UST pump out (Liquids)	Gallons	\$0.50
13	Waste characterization sample analysis for disposal authorization for soils removed under Allowance Schedule	Sample	\$1,500.00

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

14	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid	Each	\$1,500.00
15	Contaminated water - hauling and disposal of drums	Drums	\$300.00
16	Pumping, transportation and disposal of contaminated water - bulk disposal	Gallons	\$0.50
17	Pumping and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	\$0.15
18	Furnish, place and compact base material CA-1	Ton	\$20.00
19	Load, place and compact on-site base material CA-1	Cubic Yards	\$12.00
20	Furnish, place and compact aggregate material CA-6	Ton	\$18.00
21	Excavate, place and compact on-site aggregate material CA-6	Cubic Yards	\$13.00
22	Furnish, place and compact drainage material CA-7	Ton	\$21.00
23	Excavate, place and compact on-site drainage material CA-7	Cubic Yards	\$12.00
24	Furnish and place geotextile filter fabric	Square Yard	\$2.70
25	Site Survey - Survey crew for verification of excavation and backfill quantities	Each	\$2,000.00
26	Street restoration per CDOT - 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards	Square Yard	\$163.00
27	Street restoration per CDOT - 9-inch PCC Base Course, 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards.	Square Yard	\$215.13

Total Allowance Fund = \$261,100.00

Notes:

1. All work associated with the above Allowance Schedule shall be approved in writing by the Authorized Commission representative prior to proceeding.
2. Authorized Additional Excavation and replacement material will be paid for in accordance with the above Allowance Schedule.
3. Authorized Additional Excavation means excavation below subgrade elevations as provided in the plans and specifications due to the presence of unsuitable soil materials as determined by the Authorized Commission representative.
4. The Unit Prices in this Allowance Schedule include all overhead and profit.
5. All unused portions of the Allowance Funds must be returned to the Commission in the form of a deductive change order prior to Final Completion and acceptance of the work.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

B. Acceptance of the Bid

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Edward Johnson
Secretary

Richard M Daley
Chairman

CONTRACTING PARTY

(Print or type names underneath all signatures)

K.R. MILLER CONTRACTORS, INC
Contractor Name

1624 COLONIAL PARKWAY, INDIANESS, IL
Address 60067

If a Corporation:

By Keith R Miller

President
Title of Signatory

ATTEST:
By Susan Miller

Secretary
Title

CORPORATE SEAL

If a Partnership:

Partner

Address

Partner

Address

Partner

Address

If a Sole Proprietorship:

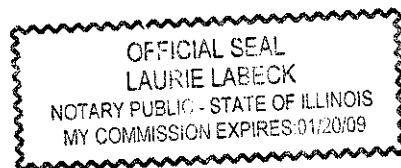
Signature

NOTARY PUBLIC

County of Cook State of IL
Subscribed and sworn to before me on this 4th day of March, 2008

[Signature]
Notary Public Signature
Commission Expires: 1/20/09

(SEAL)



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

C. Corporate Resolution (if a Corporation)

I, the undersigned, DO HEREBY CERTIFY that the following is a complete, true and correct copy of certain preambles and resolutions of the board of directors of

K.R. MILLER CONTRACTORS, INC

a corporation duly organized and existing under the laws of the State of ILLINOIS and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on _____, 20____, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated MARCH 4, 2008 to the Public Building Commission of Chicago, for Contract No. 1465 of said Commission;

NOW, THEREFORE, BE IT RESOLVED: That the president or vice president and the secretary or assistant secretary of this corporation be, and they are hereby, authorized and directed to execute contracts for and on behalf of and under the name and seal of this corporation; and

BE IT FURTHER RESOLVED: That the aforesaid officers of this corporation be, and they are hereby, authorized and directed to execute and deliver to the Commission, for and on behalf of this corporation, such other and all documents as may be necessary or pertinent to a contract, and to do and perform any and all other acts relative thereto.

I FURTHER CERTIFY that the following-named persons are the officers of this corporation duly qualified and now acting as such:

- President: KEITH R. MILLER
- Vice President: JAMES HEIDORN
- Secretary: SUSAN MILLER
- Treasurer: KEITH R. MILLER
- Assistant Secretary: N/A

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 20 day of February, 2008

Susan Miller
Secretary

	A	B	C	D	E
1			CANVASSING FORMULA		
2					
3	LINE 1		BASE BID, IN FIGURES		\$25,444,700
4					
5	LINE 2		% OF THE TOTAL JOURNEYWORKERS HOURS THAT THE GENERAL		0.5
6			CONTRACTORS PROPOSES TO BE WORKED BY MINORITY JOURNEY-		
7			WORKERS DURING THE TERM OF THE WORK ORDER(MAXIMUM FIGURE .50)		
8					
9					
10	LINE 3		MULTIPLY LINE 2 BY LINE 1 BY 0.04		\$508,894
11					
12	LINE 4		% OF THE TOTAL APPRENTICE HOURS THAT THE GENERAL CONTRACTOR		0.5
13			PROPOSES TO BE WORKED BY MINORITY APPRENTICES DURING THE TERM		
14			OF THE WORK ORDER. (MAXIMUM FIGURE .50)		
15					
16					
17	LINE 5		MULTIPLY LINE 4 BY LINE 1 BY 0.03		\$381,671
18					
19					
20	LINE 6		% OF THE TOTAL LABORER HOURS THAT THE GENERAL CONTRACTOR		0.5
21			PROPOSES TO BE WORKED BY MINORITY LABORERS DURING THE TERM		
22			OF THE WORK ORDER (MAXIMUM FIGURE .50)		
23					
24	LINE 7		MULTIPLY LINE 6 BY LINE 1 BY 0.01		\$127,224
25					
26	LINE 8		% OF THE TOTAL JOURNEYWORKER HOURS THAT THE GENERAL		0
27			CONTRACTORS PROPOSES TO BE WORKED BY FEMALE JOURNEY-		
28			WORKERS DURING THE TERM OF THE WORK ORDER.(MAXIMUM FIGURE .10)		
29					
30	LINE 9		MULTIPLY LINE 8 BY LINE 1 BY 0.04		\$0
31					
32	LINE 10		% OF THE TOTAL APPRENTICE HOURS THAT THE GENERAL CONTRACTOR		0
33			PROPOSES TO BE WORKED BY FEMALE APPRENTICES DURING THE TERM		
34			OF THE WORK ORDER (MAXIMUM FIGURE .10)		
35					
36	LINE 11		MULTIPLY LINE 10 BY LINE 1 BY 0.03		\$0
37					
38	LINE 12		% OF THE TOTAL LABORER HOUR THAT THE GENERAL CONTRACTOR		0
39			PROPOSES TO BE WORKED BY FEMALE LABORERS DURING THE TERM OF		
40			THE WORK ORDER (MAXIMUM FIGURE .10)		
41					
42	LINE 13		MULTIPLY LINE 12 BY LINE 1 BY .01		\$0
43					
44	LINE 14		SUMMATION OF LINES 3, 5, 7, 9, 11, and 13		\$1,017,788
45					
46	LINE 18		SUBTRACT LINE 14 FROM LINE 1		\$24,426,912

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

V. PROPOSAL SUPPORT DOCUMENTS

A. Basis of Award (Award Criteria)

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

1. Instructions

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

Lines 2, 4 and 6 in the formula shall not be greater than fifty percent (50%) in each category for the sole purpose of determining award of the contract. Similarly, lines 8, 10 and 12 shall not be greater than ten (10%) percent in each category for the purpose of award criteria only. The fifty percent (50%) and ten percent (10%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula. Journeyworker includes journeyworkers from the major trades listed herein, and the teamsters. Watchmen and custodial workers are not creditable in the formula.

2. Award Criteria Formula

Line 1.	Base Bid, in figures	_____
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	_____
Line 3.	Multiply Line 2 by Line 1 by 0.04	_____
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	_____
Line 5.	Multiply Line 4 by Line 1 by 0.03	_____
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	_____
Line 7.	Multiply Line 6 by Line 1 by 0.01	_____
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	_____
Line 9.	Multiply Line 8 by Line 1 by 0.04	_____

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	_____
Line 11.	Multiply Line 10 by Line 1 by 0.03	_____
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	_____
Line 13.	Multiply Line 12 by Line 1 by 0.01	_____
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	_____
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	_____

Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$ _____

3. Community Hiring Bonuses

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

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

Definitions

"Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed, and permanent home and principal establishment.

"Residents of the project community" shall mean persons domiciled within the project area as designated by the Executive Director.

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

4. Liquidated Damages

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

If the total hours in any category for which a percentage is assigned in Lines 2, 4, 6, 8, 10, or 12 of the Award Criteria equals zero at the completion of the work, then a net deficiency of the entire percentage assigned will be deemed to exist. For any net deficiency in each category, the following amounts shall be

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

deducted as liquidated damages from monies due the Contractor and the Contract Sum modified accordingly:

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

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

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

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

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

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

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

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

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

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

5. Reporting

In accordance with this commitment, the Contractor must submit both the Contractor's Payroll Record Form and the Contractor's Recapitulation of Minority and Female Worker Hours and Percentages Form on

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

a monthly basis. All Subcontractors shall be listed on the Contractor's Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

- a.) The classification "White" includes person of Indo-European descent.
- b.) The classification "Black" or "African-American" includes persons having origins in any of the black racial groups of Africa.
- c.) The classification "Hispanic" includes persons whose origins are from Mexico, Puerto Rico, Cuba, Central or South America, the Caribbean Islands or other Spanish culture or origin, regardless of race.
- d.) The classification "Native American" includes persons who are Native Americans by virtue of tribal association.
- e.) The classification "Asian-Pacific" includes persons whose origins are from East Asia, Southeast Asia, the Pacific Islands or the Indian sub-continent.
- f.) The classification "Other" includes qualified individuals with disabilities who meet legitimate skill, experience, education or other requirements of employment positions held or sought and who perform the essential function with or without reasonable accommodation and other groups or other individuals found by the Public Building Commission of Chicago to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets.

6. Major Trades

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

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

7. Trade Participation - For Information Only

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

TRADE PARTICIPATION	PERCENT OF MINORITY
LABORERS	40%
CARPENTERS	40%
IRON WORKERS	20%
GLAZIERS	30%
Sheet Metal	20%
PIPE FITTERS	20%
OPERATORS	10%
PAINTERS	40%
FINISHERS	30%
PLUMBERS	10%

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Noncollusion

STATE OF ILLINOIS

COUNTY OF COOK

)
) SS
)

James Heidorn, being first duly sworn, deposes and says that:

(1) He/She is Vice President
(Owner, Partner, Officer, Representative or Agent) of
K.R. Miller Contractors, Inc.
the Bidder that has submitted the attached Bid;

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

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

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

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

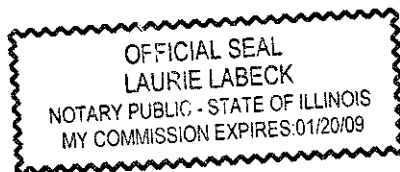
(6) The Bidder is not barred from bidding as a result of having violated *Illinois Criminal Code*, 720 ILCS 5/33E-3 (Bid-rigging), 720/ILCS 5/33E-4 (Bid rotating) or the *Prevailing Wage Act*, 30 ILCS 570/0.01 through 570/7.

(Signed) James Heidorn
Vice President

(Title)
Subscribed and sworn to before me this 4th day of March 2008

[Signature]
Office Manager

(Title)
My Commission expires: 1/20/09



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

**SCHEDULE B - Joint Venture Affidavit
(1 of 3)**

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

1. Name of joint venture _____
2. Address of joint venture _____

3. Phone number of joint venture _____
4. Identify the firms that comprise the joint venture

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

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

5. Nature of joint venture's business

6. Provide a copy of the joint venture agreement.
7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? _____ %
8. Specify as to:
 - A. Profit and loss sharing _____ %
 - B. Capital contributions, including equipment _____ %
 - C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

A. Financial decisions

B. Management decisions such as:

1) Estimating

2) Marketing and Sales

3) Hiring and firing of management personnel

4) Other

C. Purchasing of major items or supplies

D. Supervision of field operations

E. Supervision of office personnel

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

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

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

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

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

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

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

Notary Public

Notary Public

Commission expires:
(SEAL)

Commission expires:
(SEAL)

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1465

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

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID**

Name of Project: Mark T. SKINNER Elementary School

Project Number: 1465

FROM: ASC INSULATION & FIRE PROTECTING, INC MBE WBE
(Name of MBE or WBE)

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

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

a Sole Proprietor
 a Partnership

a Corporation
 a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 7-09. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

SPRAY FIRE PROTECTING & THERMAL SPRAY ON

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

\$ 74,000

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1465

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

ASC FIRM HOLDING, INC.
Name of MBE/WBE Firm (Print)

3-10-08
Date

847-695-6570
Phone

Signature

Name (Print)

[Signature]
SERGEIO CASTRO
PRESIDENT

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

COPY

February 11, 2008

Alfonso Castro, President
ASC Insulation, Fireproofing and Supplies, Inc.
607 Church Road
Elgin, IL 60123

Annual Certificate Expires: June 1, 2009
Vendor Number: 1046798

Dear Mr. Castro:

We are pleased to inform you that **ASC Insulation, Fireproofing and Supplies, Inc.** has been certified as a **Minority Owned Business Enterprise (MBE)** by the City of Chicago. This MBE certification is valid until **June 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **June 1, 2009**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the annual expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** 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 whenever the changes occur.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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:

Insulation of Fireproofing Materials; Fireproofing Services

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

Sincerely,


Lori Ann Lydson
Deputy Procurement Officer

LAL/dm



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

**SCHUDLE C – Letter of Intent from MBE/WBE
To Perform As**

Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

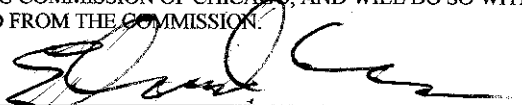
0 _____ % OF THE DOLLAR VALUE OF THE MBE/DBE SUBCONTRACT WILL BE SUBLET TO NON-MBE/DBE CONTRACTORS.

0 _____ % OF THE DOLLAR VALUE OF THE MBE/DBE SUBCONTRACT WILL BE SUBLET TO NON-MBE/DBE CONTRACTORS.

IF MBE/DBE SUBCONTRACTOR WILL NOT BE SUB-CONTRACTING ANY OF THE WORK DESCRIBED IN THIS SCHEDULE, A ZERO (0) MUST BE FILLED IN EACH BLANK ABOVE. IF MORE THAT 10% PERCENT OF THE VALUE OF THE MBE/DBE SUBCONTRACTOR'S SCOPE OF WORK WILL BE SUBLET, A BRIEF EXPLANATION AND DESCRIPTION OF THE WORK TO BE SUBLET MUST BE PROVIDED.

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMNT FOR THE ABOVE WORK WITH GENRAL BIDDER, CONDITIONED UPON ITS EXECUTION OF A CONTRACT WITH THE PUBLIC BUILDING COMMISSION OF CHICAGO, AND WILL DO SO WITHIN FIVE (5) WORKING DAYS OF RECEIPT OF A NOTICE OF CONTRACT AWARD FROM THE COMMISSION.

MERANJIL LANDSCAPING
NAME OF MBE/DBE FIRM (PRINT)


SIGNATURE

2/29/2008
DATE

EDWARD J. LOVELACE
NAME (PRINT)

PHONE 708-757-6309

IF APPLICABLE:
BY:

JOINT VENTURE PARTNER (PRINT)

SIGNATURE

DATE

NAME (PRINT)

Phone

MBE _____ WBE _____ NON-MBE/WBE _____

~~Meranjil~~ Landscaping II INC.

1104 Abbot Lane
 "We Make Green"
 University Park, IL 60466
 708-757-6309 Fax:312-425-3770



Bid Proposal

Date	Estimate #
2/29/2008	23

333 N. Michigan Ave
 Suite 401
 Share
 312-425-0900

Description	Qty	Unit Price	Total	Project	MBE/DBE CERTIFIED
				Mark T. Skinner	Elementary School
Black Chokeberry 36"	90	45.00	4,050.00		
Aster-White Aster 4" Plug	1,245	3.95	4,917.75		
Carex Glauca Blue Sedge 3" Plug	589	3.95	2,326.55		
New Jersey Tea 3 gal.	225	30.00	6,750.00		
Blue Beech 4" Cal. Each	7	650.00	4,550.00		
Comelian Cherry Dogwood 4" Cal. Each	5	650.00	3,250.00		
Bowles Golden Sedge 4" Plug	500	3.75	1,875.00		
White Turtlehead-Chelone Glabra 4" Plug	1,246	3.95	4,921.70		
Common Hackberry 4" Cal. Each	5	895.00	4,475.00		
Grass: Deschampsia Cespitosa-Tufted Hair Grass 4" Plug	156	3.95	616.20		
Low Big Leaf Wintercreeper 24"/2 gal.	57	38.00	2,166.00		
Shademaster Thornless Honeylocust 4" Cal. Each	7	895.00	6,265.00		
Prairie Smoke 1 gal. pot	25	15.00	375.00		
Hypericum Kalminatum-Kalm's St. Johnswort 24" B&B	650	32.00	20,800.00		
Hakonechloa 4" Plug	500	3.95	1,975.00		
Henry's Garnet Virginia Sweetspire 5 gal. pot	49	38.00	1,862.00		
Picta Korria 24" B&B	188	38.00	7,144.00		
Northern Blazenstar 1 Gal.	37	15.00	555.00		
Liriodendron Tulipifera-Tuliptree Poplar 4" Cal. Each	1	895.00	895.00		
Prairiefire Crahapple 4" Cal. Each	3	895.00	2,685.00		
Northern Sea Oaks 4" Plug	156	3.95	616.20		
Marsh Phlox 12" Plug	156	7.95	1,240.20		
Quercus Imbricaria - Shingle Oak 4" Each B&B	3	895.00	2,685.00		
Swamp White Oak 4" Each B&B	4	895.00	3,580.00		
Northern Red Oak 4" Cal. Each B&B	5	895.00	4,475.00		
Gro-Low Sumac-Rhus Aromatica 5 Gal. Each	769	34.00	26,146.00		
Rudbeckia-Black Eyed Susan 12" Plug Each	589	7.95	4,682.55		
Red Meidland Rose 3 gal./#1 grade pot	629	34.00	21,386.00		
Prairie Dropseed-Sporobolus Heterolepis 4" Plugs	1,246	4.95	6,167.70		
Grass: Indian Grass 4" Plug	1,246	3.95	4,921.70		
Chenault Coralberry 5 gal pot	21	38.00	798.00		
Sterling Silver Lindens 4" Cal. Each	6	895.00	5,370.00		
Spreading Yew 24" B&B	54	56.00	3,024.00		
"We Make Green"				Total	

August 21, 2007

Edward J. Lovelace, President
Meranjil Landscaping Services, Inc.
1250 Portland Avenue
Chicago Heights, Illinois 60411

Annual Certificate Expires:
Vendor Number:

January 1, 2009
566833

Dear Mr. Lovelace:

We are pleased to inform you that Meranjil Landscaping Services, Inc. has been certified as a MBE by the City of Chicago. This MBE certification is valid until January 1, 2013; however your firm must be re-validated annually. Your firm's next annual validation is required by January 1, 2008.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit within 80 days prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. Please note that you must include a copy of your most current Federal Corporate Tax Return. 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.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

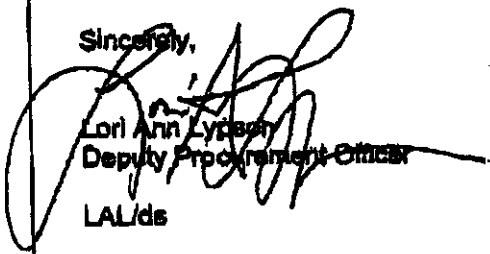
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Landscape Services; Tree Trimming and Pruning Services

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

Sincerely,


Lori Ann Lyden
Deputy Procurement Officer
LAL/ds

IL UCP HOST: METRA

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1465

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

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID**

Name of Project: Mark T. SKINNER Elementary School
Project Number: 1465

FROM: UNIQUE Casework INSTALLATIONS MBE WBE
(Name of MBE or WBE)

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

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

a Sole Proprietor a Corporation
 a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated Jan. 4, 2008. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

F + I Lockers

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

\$106,526⁰⁰

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Unique Casework Installations

Name of MBE/WBE Firm (Print)

3-4-08

Date

773 522 7771

Phone

Patricia Davis

Signature

Patricia Davis

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

January 4, 2008

Patricia Davis, President
Unique Casework Installations, Inc.
3936 W 16th Street
Chicago, IL 60623

Annual Certificate Expires: October 1, 2008
Vendor Number: 50069767

Dear Ms. Davis:

Congratulations on your continued eligibility for certification as a **MBE/WBE** by the City of Chicago. This **MBE/WBE** certification is valid until **October 2010**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 1, 2008**.

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. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** 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.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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:

**Installation of Cabinetry, Office Furniture, Lab Equipment
and Counter Tops; Home Repair; Carpentry Services**

Your firm's participation on City contracts will be credited only toward **MBE/WBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE/WBE** 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 Business Enterprise Programs.

Sincerely,


Lori Ann Lypsen
Deputy Procurement Officer

LAL/ymj



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1465

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

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID**

Name of Project: Mark T. SKINNER Elementary School
Project Number: 1405

FROM: INDUSTRIAL FENCE MBE WBE
(Name of MBE or WBE)

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

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

a Sole Proprietor a Corporation
 a Partnership a Joint Venture

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

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

_____ fencing _____

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

_____ 113,884- _____

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1465

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

PARTIAL PAY ITEMS

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


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

SUB-SUBCONTRACTING LEVELS

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

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

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

By: INDUSTRIAL FENCE, INC. 
 Name of MBE/WBE Firm (Print) INDUSTRIAL FENCE, INC. Signature MIKE SALTER
3-4-08 Name (Print)
 Date 773-521-9900
 Phone

IF APPLICABLE:
By:

 Joint Venture Partner (Print)

 Date

 Phone

 Signature

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



September 21, 2007

Miguel Saltijeral, President
Industrial Fence, Inc.
1300 S. Kilbourn Avenue
Chicago, Illinois 60623

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

Annual Certificate Expires: November 1, 2008
Vendor Number: 1064164

Dear Mr. Saltijeral:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **November 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by November 1, 2008.

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. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** 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.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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:

**Fence Erectors; Fabrication of Ornamental Iron; Chain Link;
Guardrail and Miscellaneous Metal**

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** 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 Business Enterprise Programs.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/ymj

IL UCP HOST: Metra



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1465

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID

Name of Project: Mark T. SKINNER Elementary School
Project Number: 1465

FROM:

GABES INSTALLATIONS MBE _____ WBE _____
(Name of MBE or WBE)

TO:

K. R. Miller Contracts, Inc. and Public Building Commission of Chicago
(Name of General Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated MAY 18, 2007. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

FLOORING FINISHES

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

_____ \$ 213,000 _____

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1467

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

By:

GABES INSTALLATION SERV.
FNU

Name of MBE/WBE Firm (Print)

Date

Phone

Signature

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



May 18, 2007

Gabriel Marchan, President
Gabe's Installation Services, Inc.
3130 North Elston Avenue
Chicago, Illinois 60618

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

Annual Certificate Expires: November 1, 2008
Vendor Number: 1010827

Dear Mr. Marchan:

We are pleased to inform you that **Gabe's Installation Services, Inc.** has been certified as a **MBE** by the City of Chicago. This **MBE** certification is valid until **November 1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **November 1, 2008**.

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. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** 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.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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:

**Sale and Installation of Carpet, Ceramic, Vinyl Tile,
Marble Tile, Terrazzo, Wood Floor, Window Blinds**

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** 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 Business Enterprise Programs.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/ds



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1465

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH THE BID

Name of Project: Mark T. Skinner Elementary School

Project Number: 1465

FROM: Durango Painting, Inc MBE XX WBE _____
(Name of MBE or WBE)

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

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated Oct 26, 2004 / Nov 13, 2007. In Addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

PAINTING

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

\$ 142,000

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1465

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

By: DURANGO PAINTING, INC
 Name of MBE/WBE Firm (Print)
3-10-2008
 Date
630-978-1644
 Phone

Ramon Arambula
 Signature
RAMON ARAMBULA
 Name (Print)

IF APPLICABLE:
By:

 Joint Venture Partner (Print)

 Date

 Phone

 Signature

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



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Eric J. Griggs
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

Ramon Arambula, President
Durango Painting, Inc.
2846 Coastal Drive
Aurora, IL 60504

Certification Effective: October 26, 2004
Certification Expires: December 1, 2009
Annual Certificate Expires: December 1, 2005

Dear Mr. Arambula:

We are pleased to inform you that Durango Painting, Inc. has been certified as an MBE by the City of Chicago. This MBE certification, which is valid for five years must be re-validated annually. Your firm's next annual validation is required by **December 1, 2005**.

As a condition of continued certification during this five year period, You must file a No-Change Affidavit within 60 days of the date of expiration. **Please note that you must include a copy of your most current Corporate Federal Tax Returns.** Failure to file this Affidavit will result in the termination of your certification. You must also notify the Office of Business Development of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Painting Services

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

Thank you for your continued interest in the City's Minority, Women and Disadvantaged Business Enterprise Programs.

Very truly yours,

Michael J. McMurray
Managing Deputy Procurement Officer

MJM/sl





City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
312 744-4900
312 744-2949 (TTY)

<http://www.cityofchicago.org>

November 13, 2007

Ramon Arambula, President
Durango Painting, Inc.
2846 Coastal Drive
Aurora, IL 60504

Dear Mr. Arambula:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **MBE certification until April 1, 2008.**

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward **MBE** in the following specialty area(s):

Painting Services

If you have any questions, please contact our office at 312-742-0766.

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

mck



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1465

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID

Name of Project: Mark T. SKINNER Elementary School

Project Number: 1465

FROM:

MW Powell

(Name of MBE or WBE)

MBE X WBE

TO:

K.R. Miller Contractors, Inc.

(Name of General Bidder)

and Public Building Commission of Chicago

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

 a Sole Proprietor

 a Partnership

X a Corporation

 a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated JUNE 1, 2008. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Roofing & Green Roof

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

\$ 740,280-

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1465

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

By:

M W Powell Company
Name of MBE/WBE Firm (Print)

[Signature]
Signature
ANTHONY J. ROQUE
Name (Print)

Date
7/23/2007-2438
Phone

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Date

Phone

Signature

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



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

January 15, 2008

RECEIVED
FEB 27 2008

Joseph C. Roque, President
M. W. Powell Company
3445 South Lawndale Avenue
Chicago, Illinois 60623

Dear Mr. Roque:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **MBE certification until June 1, 2008**.

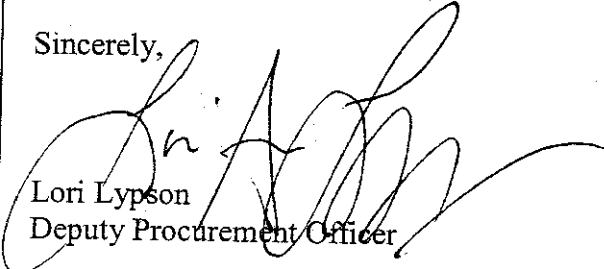
The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward **MBE** in the following specialty area(s):

Roofing and Sheet Metal Contractor

If you have any questions, please contact our office at 312-742-0766.

Sincerely,



Lori Lypson
Deputy Procurement Officer

mck

NEIGHBORHOODS
Alive!

BUILDING CHICAGO TOGETHER



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1465

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID

Name of Project: Mark T. SKINNER Elementary School

Project Number: 1405

FROM:

Delgado Erectors

MBE WBE

(Name of MBE or WBE)

TO:

K. R. Miller/Contractors, Inc.

and Public Building Commission of Chicago

(Name of General Bidder)

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

a Sole Proprietor a Corporation
 a Partnership a Joint Venture

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

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

STRUCTURAL STEEL ERECTION

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

\$ 765,156.00

Chicago Minority Business Development Council, Inc.

Certificate of Certification

This certificate acknowledges that

DELGADO ERECTORS, INC.

has met the stringent certification requirements for a minority owned and controlled business as defined by the National Minority Supplier Development Council certification guidelines.

Certification No.

CH1493

NAICS Code(s)

237310

Product(s) Service(s)

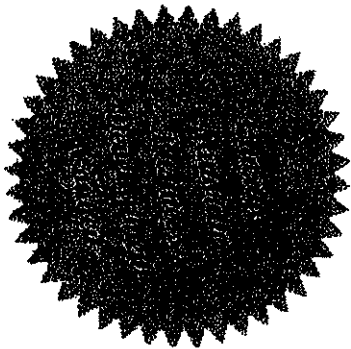
Heavy highway and commercial steel erection

Date of Certification

10/31/2007

Expiration Date

10/31/2008



Karla Gilbert
President

"Building Business Wealth through Supplier Diversity"

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1465

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID

Name of Project: Mark T. SKINNER Elementary School
Project Number: 1405

FROM: J.M. POLCOUR
(Name of MBE or WBE) MBE WBE

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

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

a Sole Proprietor a Corporation
 a Partnership a Joint Venture

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

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

Electric

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

\$ 3,251,000

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

8 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

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

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

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

By: JM Polcarr, Inc
Name of MBE/WBE Firm (Print)

Date 3-10-08

Phone _____

John Marquez
Signature
John Marquez
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print) _____

Date _____

Phone _____

Signature _____

Name (Print) _____

MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

City Hall, Room 403
North LaSalle Street
Chicago, Illinois 60602
312) 744-4900
312) 744-2949 (TTY)
<http://www.cityofchicago.org>

November 14, 2007

John Marquez, President
JM Polcurr, Inc.
10127 W. Roosevelt Road
Westchester, Illinois 60154

Dear Mr. Marquez:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your MBE certification until **April 1, 2008**.

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward MBE in the following specialty area(s):

Electrical Contractor

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

rg



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1465

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

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID**

Name of Project: Mark T. SKINNER Elementary School
Project Number: 1465

FROM: ELMORE'S HVAC, INC MBE WBE
(Name of MBE or WBE)

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

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

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

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

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

HVAC

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

\$2,725,000 =

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1465

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

ELMORE HUNG INC.
Name of MBE/WBE Firm (Print)
MARCH 16, 2008
Date
773-239-5900
Phone

[Signature]
Signature
HAROLD HARVEY
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

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



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602

(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

October 26, 2007

Anthony Elmore
Elmore's HVAC, Inc.
3033 West 111th Street
Chicago, Illinois 60655

Annual Certificate Expires:
Vendor Number:

February 1, 2009
51101021

Dear Mr. Elmore:

We are pleased to inform you that **Elmore's HVAC, Inc.** has been certified as a **Minority Owned Business Enterprise (MBE)** by the City of Chicago. This MBE certification is valid until **February 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **February 1, 2009**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit within **60 days** prior to the annual expiration. Failure to file this Affidavit will result in the termination of your certification. Please note that you must include a copy of your most current Federal Corporate Tax Return. 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 whenever the changes occur.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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:

Installation and Repair of Heating, Ventilating and Air Conditioning (HVAC)

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

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/lac



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1465

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

Name of Project: MARRET SKINNER Elementary School

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

Vice President
Title

and duly authorized representative of
K.R. Miller Contractors, Inc.
Name of General Contractor

whose address is
11024 Colonial Pkwy.

in the City of Inverness, State of IL, 60067

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
ASC Fireproofing	Spray Fire Proofing	\$74,000-	\$
MERANJIL Landscaping Co	Landscaping	\$232,032	\$
UNIQUE Casework	LOCKERS	\$106,526	\$
INDUSTRIAL Fence	FENCING	\$113,884	\$
GABES INSTAUTIONS	Fluse FINISHES	\$213,000	\$
DURANGO Painting	PAINTING	\$142,000-	\$
MW POWELL	ROOFING	\$740,280	\$
PAGE - Total Net MBE/WBE Credit		\$1,267,077	\$
Percent of Total Base Bid		%	%

See next page

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID

Name of Project: Mark T. SKINNER Elementary School

Project Number: 1465

FROM:

Acer Enterprises, Inc.
(Name of MBE or WBE)

MBE _____ WBE X

TO:

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

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

_____ a Sole Proprietor

X a Corporation

_____ a Partnership

_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 8-1-2008. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Concrete Work

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

\$ 1,141,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

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

PARTIAL PAY ITEMS

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

n/a

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Acer Enterprises, Inc.
Name of MBE/WBE Firm (Print)

[Signature]
Signature

3-6-2008
Date

Lori J. Lucente
Name (Print)

708-895-8390
Date

Phone

IF APPLICABLE:

By:

n/a

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

December 22, 2006

Lori Lucente
Acer Enterprises, Inc.
17821 Chappel Avenue
Lansing, IL 60438

Annual Certificate Expires: August 1, 2008
Vendor Number: 1000744

Dear Ms. Lucente:

We are pleased to inform you that **Acer Enterprises, Inc.** has been certified as a **WBE** by the City of Chicago. This **WBE** certification is valid until **August 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **August 1, 2008**.

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. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** 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.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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:

Carpentry Services; Masonry Contractor; Concrete Contractor

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 **WBE** 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 Business Enterprise Programs.

Sincerely,

Lori Ann Lyson
Deputy Procurement Officer

LAL/bc

IL UCP HOST: PACE



BUILDING CHICAGO TOGETHER



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1465

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

Name of Project: MARK T SKINNER Elementary School

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

Vice President
Title

and duly authorized representative of
K.R. Miller Contractors, Inc.
Name of General Contractor

whose address is
1624 Colonial Pkwy.

in the City of Inverness, State of IL, 60067

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
DELGADO Erectors	Steel Erect	\$755,156	\$
JM POLCER	ELECTRIC	\$3,251,000	\$
ELMORE'S HVAC	HVAC	\$2,725,000	\$
ARER ENTERPRISES, INC	Concrete	\$	\$1,141,000
		\$	\$
		\$	\$
		\$	\$
		\$8,362,878	\$
		\$8,008,233	\$1,141,000
Total Net MBE/WBE Credit			
Percent of Total Base Bid		32 %	5 %

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

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

SUB-SUBCONTRACTING LEVELS

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

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

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above.

If more than 10% of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Contractor of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

By:

K.R. Miller Contractors, Inc. [Signature]

Name of Contractor (Print) March 4, 2008

Date 847-358-6400

Phone

[Signature] Name (Print) James Heidonn, V.P.

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: March 4, 2008

Montel M. Gayles, Executive Director
Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street, Room 200
Chicago, IL 60602

Dear Mr. Gayles:

RE: Contract No. 1465

Project Title: MARK T. SKINNER ELEMENTARY SCHOOL

In accordance with Section 24.01.10, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions of Section 24.01.10. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 24.01.10 as follows:

We are always listed in the CMD and Dodge. We have used the Blue book directory to contact numerous subcontractors. At the time of this bid, the M/WBE contractors we list are the lowest proposals in those trades. If we are the low bidder on this project, we will try to make up an overall M/WBE percentage during our 5 day cure period.

Documentation attached: yes no

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

Sincerely,


Signature

James Heidorn
Print Name

Vice President
Title

K.R. Miller Contractors, Inc.
Name of Firm

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1465

Affidavit of Uncompleted Work

A. Work Under Contract

List below all work Bidder has under contract as either a general contractor or a subcontractor, including all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work that is the responsibility of the Bidder. The uncompleted dollar value is to be based upon the most recent estimate of the owner or engineer, and must include work subcontracted to others. If no work is contracted, indicate NONE.

	1	2	3	4	Awards Pending	TOTALS
Project	MORSE School	NEIL School	USPS JOC	CHI Public School JOC	WEST Pullman	
Contract With	CPS	CPS	USPS	CPS	CPS	
Estimated Completion Date	5/08	5/08	1/09	3/10	8/08	
Total Contract Price	3,467,000	2,365,000	± 2,000,000	± 5,000,000	2,770,000	15,602,000
Uncompleted Dollar Value if Firm is the GC	900,000	500,000	150,000	375,000	2,770,000	4,695,000
Uncompleted Dollar Value if Firm is a Subcontractor						
TOTAL VALUE OF ALL WORK						15,602,000

B. Uncompleted Work to be Completed with the Bidder's own Forces

List below the uncompleted dollar value of work for each contract to be completed with the Bidder's own forces, including all work indicated as awards pending. All work subcontracted to others will be listed on C. of this form. In a joint venture, list only that portion of the work to be done by the Bidder. If no work is contracted, indicate NONE.

	1	2	3	4	Awards Pending	TOTALS
Earthwork	10,000	5,000-	24,000-	72,000-	0	51,000-
Demolition	10,000-	8,000-	10,000-	10,000-	0	38,000-
Sewer and Drain	0	0	0	0	0	0
Foundation	8,000-	2,000-	11,000-	0	0	21,000
Painting	0	0	0	0	0	0
Struct. Steel (Bldg Const.)	0	0	0	0	0	0
Ornamental Steel (Bldg Construction)	0	0	0	0	0	0
Miscellaneous Concrete	2,000	3,000-	9,000-	6,000-	2,000-	22,000
Fireproofing	0	0	0	0	0	0

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

C. Work Subcontracted to Others

List below all work, according to each contract on the preceding page, that the Bidder has subcontracted to others. Do NOT include work to be performed by another general contractor in a joint venture. No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted, indicate NONE.

	1	2	3	4	Awards Pending
Subcontractor	MBB	HORIZON	N/A	N/A	TBD
Type of Work	MAJORITY	ELECTRIC			
Subcontract Price	230,000-	220,000-			
Amount Uncompleted	90,000-	80,000-			
Subcontractor	Cablecom	HUFF CO			
Type of Work	ELECTRIC	BAUM WALK			
Subcontract Price	335,000	74,500			
Amount Uncompleted	90,000	74,500			
Subcontractor	KATCO	K+k iron			
Type of Work	PLUMBING	IRON WALK.			
Subcontract Price	42,700	18,900-			
Amount Uncompleted	42,700	5000			
Subcontractor	Access Spec	TOTAL MECHANICAL			
Type of Work	ELEVATOR	HVAC			
Subcontract Price	138,700-	1175000			
Amount Uncompleted	100,000	300,000			
Subcontractor	RJOLMEN				
Type of Work	HVAC				
Subcontract Price	71,000-				
Amount Uncompleted	10,000-				
Subcontractor	CL Doucette				
Type of Work	SPRINKLER				
Subcontract Price	235,000-				
Amount Uncompleted	40,0000				
TOTAL Uncompleted	372,000	459,500			

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

Affidavit of Uncompleted Work (continued)

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City, and private work including ALL subcontract work, ALL pending low bids not yet awarded or rejected, and ALL estimated completion dates.

[Signature]
Signature

March 4, 2008
Date

James Heidoen
Name (Type or Print)

Vice President
Title

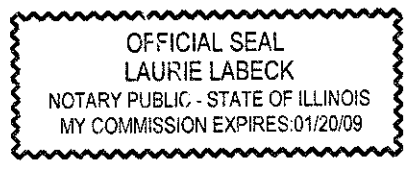
K.R. Miller Contractors, Inc.
Bidder Name

1624 Colonial Pkwy.
Inverness, IL 60067
Address
City State Zip

Subscribed and sworn to before me
this 4th day of March, 2008

[Signature]
Notary Public (SEAL)

Commission expires: 11/20/09



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

Statement Of Bidder's Qualifications

At the request of the Commission, the Bidder shall also submit additional information regarding the capability of the Bidder to perform the Contract.

Bidder K.R. MILLER CONTRACTORS, INC.
 Submitted By JAMES HEIDON
 Title VICE PRESIDENT
 Permanent Main Office Address 1624 COLONIAL PARKWAY, INVERNESS, IL 60066
 Local Address 312 N. MAY ST., SUITE 110
CHICAGO, IL 60607
 Local Telephone No. and FAX No. 312-432-1070 312-432-1071 (fax)

How many years operating as contractor for work of this nature? 17

List of recently completed contracts of similar dollar value and scope of work.

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.	MARY LYON Elementary	8,000,000	1998	School Addition
2.	Jenise Academy of the Arts	13,806,000	2000/01	New School
3.	Geesie Road Elementary	6,500,000	2001-2002	New School
4.	CHICAGO Housing Authority	32,000,000	2002-2004	4 Bldg REHAB
5.				
6.				
7.				
8.				

* Qualifications, Disclosure Affidavit & Financial Statement Documentation updated & on file WITH THE PBC AS OF 11/2/07

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

Statement Of Bidder's Qualifications (continued)

The undersigned hereby authorizes any person, firm, or corporation to furnish any information requested by the Public Building Commission of Chicago in verification of this Statement of Bidder's Qualifications.

If submitted by a corporation:

- (a) Corporation Name K.R. MILLER CONTRACTORS, INC
- (b) State and City in which incorporated EVANSTON, ILLINOIS
- (c) If incorporated in another state, is firm authorized to do business in the State of Illinois?
Yes No
- (d) Name and address of registered agent in Illinois
KEITH R. MILLER 1624 Colonial Parkway, Evanston, IL 60067
- (e) Names and titles of officers authorized to sign contracts

<u>Keith R. Miller</u>	<u>President</u>
Name	Title
<u>JAMES HEIDAN</u>	<u>Vice President</u>
Name	Title

If submitted by a partnership:

- (a) Firm Name _____
- (b) Official Address _____
- (c) Names of all Partners: _____

If submitted by an individual:

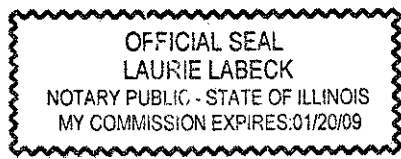
- (a) Firm Name _____
- (b) The Owner _____
- (c) Official Address _____

Signature of Affiant - James Heidan, V.P.

Subscribed and sworn to before me this 4th day of March 2008

Notary Public
My Commission expires: 1/20/09

(SEAL)



DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

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

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: CONTRACT 1465
MARK T. SKINNER SCHOOL
Description or goods or services to be provided under Contract: _____
GENERAL CONSTRUCTION
2. Name of Contractor: K.R. MILLER CONTRACTORS, INC.
3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

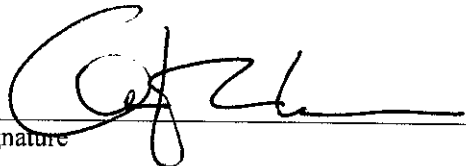
Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate whether paid or estimated)

Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained: X

DISCLOSURE OF RETAINED PARTIES

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

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


Signature

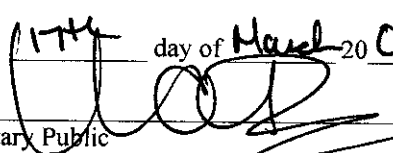
3.17.08
Date

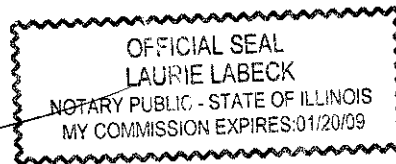
KEITH R. MILLER
Name (Type or Print)

PRESIDENT
Title

Subscribed and sworn to before me

this 17th day of March 20 08


Notary Public



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

DOCUMENT SUBMITTAL CHECKLIST

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

1. Contractor's Bid
2. Bid Guarantee
3. Administrative Fee
4. Acceptance of the Bid
5. Basis of Award (Award Criteria)
6. Unit Prices (If applicable)
7. Affidavit of Non-Collusion
8. Schedule B – Affidavit of Joint Venture (if applicable)
9. Schedule C – Letter of Intent from MBE/WBE, including current certification letter
10. Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
11. Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
12. Affidavit of Uncompleted Work
13. Proof of Ability to Provide Bond
14. Proof of Ability to Provide Insurance
15. General Contractor's License

Current versions of the following documents must be on file with the Commission at the time of bid opening:

1. Financial Statement
2. Disclosure Affidavit
3. Statement of Bidder's Qualifications

If the Contractor is the first or second low bidder, then the Contractor is required to submit the following within five (5) days after bid opening.

Disclosure of Retained Parties (The apparent low and the apparent 2nd low bidder must submit a fully executed Disclosure of Retained Parties within 5 days after bid opening).

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JN
MILLKCL

DATE (MM/DD/YYYY)
01/23/08

PRODUCER
Dohn & Associates
4811 Emerson Avenue, Suite 102
Palatine IL 60067-7416
Phone: 847-303-6800 Fax: 847-303-6963

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Ins Company	
INSURER B: American Guarantee & Liability	
INSURER C: Travelers P&C Co of America	
INSURER D: Essex Insurance Company	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADJ/LTR	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GLO9259248	04/15/07	04/15/08	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$1000 Comp Ded <input checked="" type="checkbox"/> \$1000 Coll Ded	BAP9259249	04/15/07	04/15/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0	AUC925923300	04/15/07	04/15/08	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC9259247	04/15/07	04/15/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
C		Leased & Rented Equipment	QT6600044L530	04/15/07	04/15/08	\$202,000	Limit
						\$1,000	Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER
CHICAGO
SAMPLE

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATIC DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
Carl Stumpf

ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER

Dohn & Associates
 4811 Emerson Avenue, Suite 102
 Palatine IL 60067-7416
 Phone: 847-303-6800 Fax: 847-303-6963

OP ID JN
 MILLKCI

DATE (MM/DD/YYYY)
 01/23/08

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

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

INSURERS AFFORDING COVERAGE

INSURER A: Essex Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

NAIC #

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	08CPLM00081	01/10/08	01/10/09	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Carl Stumpf

Chicago Copy

City of Chicago
Department of Buildings
General Contractor's Licenses

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

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

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04382

CERTIFICATE NUMBER: GC04382-4

FEE: \$ 2000

DATE ISSUED: 04/25/2007

DATE EXPIRES: 05/05/2008

THIS LICENSE IS NON-TRANSFERABLE

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

Richard M Daley
Mayor

Thomas Donnellan
Acting Commissioner

DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

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

B. Certification

Contractor hereby certifies as follows:

CONTRACT NO 1465

1. This Disclosure relates to the following transaction: MARK T. SKINNER SCHOOL

Description or goods or services to be provided under Contract: _____

GENERAL CONSTRUCTION

2. Name of Contractor: K.R. MILLER CONTRACTORS, INC.

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

Retained Parties:

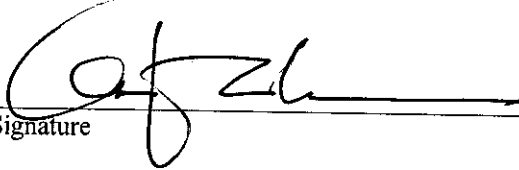
Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate whether paid or estimated)

Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained: X

DISCLOSURE OF RETAINED PARTIES

4. The Contractor understands and agrees as follows:
- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Contractor's participation in the contract or other transactions with the Commission.
 - b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission'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 Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

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

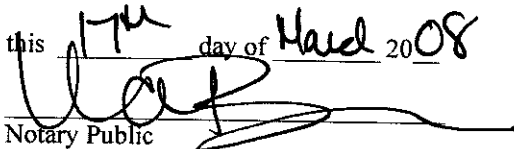

Signature

3.17.08
Date

KEITH R. MILLER
Name (Type or Print)

PRESIDENT
Title

Subscribed and sworn to before me

this 17th day of March 2008

Notary Public



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1465

PERFORMANCE AND PAYMENT BOND

Contract No. 1465

Bond No. 6495420

KNOW ALL MEN BY THESE PRESENTS, that we, K.R. Miller Contractors, Inc.
a corporation organized and existing under the laws of the State of Illinois, with offices in the Town of
Inverness, State of Illinois, as Corporate Principal, and
Safeco Insurance Company of America
2800 W. Higgins Road, Suite 1000
Hoffman Estates, IL 60169-7205

a corporation organized and existing under the laws of the State of WA, with offices in the State of
* *, as Surety, are held and firmly bound unto the Public Building Commission of Chicago,
hereinafter called "Commission", in the penal sum of Twenty Five Million Four Hundred Forty Four
Thousand Seven Hundred Dollars and No Cents (\$25,444,700.00) for the payment of which sum well and
truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and
severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal entered into a certain Contract, hereto
attached, with the Commission, dated March 11, 2008, for the fabrication, delivery, performance and
installation of

Mark T. Skinner Replacement Elementary School
1260 W. Adams Street, Chicago, IL

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1465

assumed by said Principal or any subcontractors in connection with the performance of said Contract and all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

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

It is expressly understood and agreed that this Bond, in the penal sum of Twenty Five Million Four Hundred Forty Four Thousand Seven Hundred Dollars and No Cents (\$25,444,000.00), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1465

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 3-14-2008, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Name _____

BY _____ (Seal)
Individual Principal

Business Address _____

Individual Principal (Seal)

City _____ State _____

CORPORATE SEAL

ATTEST:

BY [Signature]

K.R. Miller Contractors Inc.
Corporate Principal

Secretary
Title _____

BY [Signature]
President
Title _____

1624 Colonial Parkway
Inverness, IL 60067

BY [Signature]
Patsy Collazo

SAFECO INSURANCE COMPANY OF AMERICA
Corporate Surety

4811 Emerson Ave., #102, Palatine,
Business Address & Telephone IL 60067
847-303-6800

[Signature]
Title Carl Dohn, Jr.
CORPORATE SEAL
Attorney-in-Fact

FOR CLAIMS (Please Print):

Contact Name: Safeco Insurance Company of America

Business Address: 2800 W. Higgins Road, Suite 1000, Hoffman Estates, IL 60169-7205

Telephone: 847-490-2340 Fax: 847-490-2231

The rate of premium of this Bond is \$ 11.50/8/6.50/6/5.50 per thousand. **
Total amount of premium charged is \$ 151,696.00 **

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

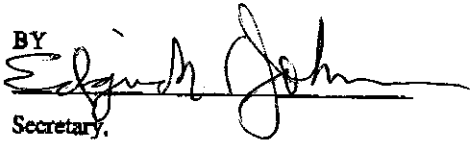
PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1465

** Must be filled in by the Corporate Surety.

BOND APPROVAL

BY



Secretary,

Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Susan M. Miller, certify that I am the CORP Secretary of K.R. Miller Contractors, Inc., corporation named as Principal in the foregoing performance and payment bond, that Keith R. Miller who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 17th day of MAR 2008.

CORPORATE SEAL



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
Safeco Plaza
Seattle, WA 98185

No. 8090

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****PATSY COLLAZO; CARL DOHN, JR; KAREN DOHN; WILLIAM P. MAHER; GARY W. PETRIE; Palatine, Illinois*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 17th day of December, 2007

Handwritten signature of Stephanie Daley-Watson

Handwritten signature of Tim Mikolajewski

STEPHANIE DALEY-WATSON, SECRETARY

TIM MIKOLAJEWSKI, SENIOR VICE-PRESIDENT, SURETY

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Stephanie Daley-Watson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 14th day of March, 2008



Handwritten signature of Stephanie Daley-Watson

STEPHANIE DALEY-WATSON, SECRETARY

Safeco® and the Safeco logo are registered trademarks of Safeco Corporation.

WEB PDF

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JN
MILLKCL

DATE (MM/DD/YYYY)
03/14/08

PRODUCER

Dohn & Associates
4811 Emerson Avenue, Suite 102
Palatine IL 60067-7416
Phone: 847-303-6800 Fax: 847-303-6963

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Ins Company	
INSURER B: American Guarantee & Liability	
INSURER C: Travelers P&C Co of America	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL09259248	04/15/07	04/15/08	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
					MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$1000 Comp Ded <input checked="" type="checkbox"/> \$1000 Coll Ded	BAP9259249	04/15/07	04/15/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	AUC925923300	04/15/07	04/15/08	EACH OCCURRENCE \$ 10,000,000
					AGGREGATE \$ 10,000,000
					\$
					\$
					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC9259247	04/15/07	04/15/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 500,000				
	E.L. DISEASE - EA EMPLOYEE \$ 500,000				
					E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Leased & Rented Equipment	QT6600044L530	04/15/07	04/15/08	\$202,000 Limit
					\$1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: Contract No. 1465 CPS -23 for Mark T. Skinner Elementary School. The following are included as Additional Insureds to General Liability and Automobile coverage as required by written contract with respects to work performed by the Named Insured: See Attached.

of one 3/17/08

CERTIFICATE HOLDER

PUBLICS

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

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
Carl Dohm

NOTEPAD:

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

MILLKCI
OP ID JN

PAGE 3
DATE 03/14/08

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

A Waiver of Subrogation in favor of the Additional Insureds is included under the General Liability coverage as required by written contract.



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

BOARD OF COMMISSIONERS

Chairman
RICHARD M. DALEY
Mayor
City of Chicago

Treasurer
BISHOP ARTHUR BRAZIER
Pastor
Apostolic Church of God

ADELA CEPEDA
President
A.C. Advisory, Inc.

GERY CHICO
President
Chicago Park District

DR. ROBERT B. DONALDSON II
Forest Preserve District of Cook
County

BENJAMIN REYES
President
DSR Group, Inc.

CYNTHIA M. SANTOS
Commissioner
Metropolitan Water
Reclamation District

SAMUEL WM. SAX
Chairman
Financial Relations, Inc.

TODD H. STROGER
President
Board of Commissioners
of Cook County

GERALD M. SULLIVAN
City of Chicago

RUFUS WILLIAMS
President
Chicago Board of Education
Executive Director

Assistant Treasurer
JOHN E. WILSON
John E. Wilson, Ltd.
Certified Public Accountants

Secretary
EDGRICK C. JOHNSON

Assistant Secretary
PATRICK J. HARNEY

March 11, 2008

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

RE: **Notice of Award**
Contract No.: 1465
Type of Work: New Construction
Project: Mark T. Skinner Elementary School

Dear Mr. Miller:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on March 11, 2008 the Commission awarded to your company Contract No. 1465 in the amount of \$25,444,700.00.

Enclosed in duplicate is the completed Performance and Payment Bond form, all copies of which are to be executed by the President or a Vice President of your Company, attested by the Secretary or an Assistant Secretary, impressed with your Corporate Seal, and executed by your surety. Also enclosed, please find the Disclosure of Retained Parties form. All documents must be returned to the Commission, fully executed and in duplicate, along with duplicate copies of the insurance certificate of coverage. Documents must be submitted no later than March 17, 2008, to the attention of Janice Meeks.

A copy of the fully executed contract will be released and sent to your office once all requirements have been met.

Sincerely,

Erin Lavin Cabonargi
Executive Director

cc: K. Schedel
C. Kelly

PUBLIC BUILDING COMMISSION OF CHICAGO

**ADDENDUM NO. 1 TO CONTRACT NO. 1465
FOR**

**Mark T. Skinner Elementary School
For
New Construction**

DATE: February 14, 2008

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

Clarification 1: For reference purposes only, provided are:

Document dated 05.09.07 "Opinion on Maintaining Portions of Existing Foundation Wall After Completion of Demolition Work at Mark T. Skinner Elementary School", including two foundation plan drawings showing original foundation walls. (Attached)

Site Excavation Plan dated 02.13.07 (Attached)

BOOK 3 - TECHNICAL SPECIFICATIONS - VOLUME 1:

- Change 1: Table of Contents
Add new Section 02316 Soil Management and Handling dated 2/14/08. (Attached)
- Change 2: Schedule of Drawings
Add R-1 SOIL MANAGEMENT PLAN
- Change 3: LEED Requirements - Section 01352
Delete LEED Checklist - Attachment C, and replace with the attached revised LEED Checklist - Attachment C dated 2/14/08.
- Change 4: Earthwork - Section 02300
Add to 1.1:
"C. The materials in this Section are part of the overall USGBC "Leadership in Energy and Environmental Design" LEED prerequisites and credits needed for Project to obtain LEED "Silver" Certification based on LEED for Schools 2007 requirements. See Section 01352 LEED Requirements and this section for more information."
Add to 1.2:
"E. Complete the Materials Credit Documentation Sheet attached to Section 01352 for products in this section including appropriate back-up documentation.
1.2, F. LEED Submittal:
1. Product Data as required to show compliance with the following credits:
a. LEED MR Credit 4.1 and 4.2 - Recycled content for products having recycled content, documentation indicating percentages by weight of postconsumer and preconsumer recycled content.
1. Include statement indicating costs for each product having recycled content.

PUBLIC BUILDING COMMISSION OF CHICAGO

b. LEED MR Credit 5.1 and 5.2 – Regional Materials, Extracted, Processed and Manufactured Regionally

1. Include statement indicating costs for each product regionally manufactured.
2. See Section 01352 LEED Requirements and this Section for more information.”

- Change 5: Earthwork – Section 02300
Delete 1.2, D and replace with “1.2, D. Submit sediment and erosion plan, specific to the site, that complies with the 2003 EPA Construction General Permit, including the Phase I and Phase II National Pollutant Discharge Elimination System (NPDES) program or City of Chicago requirement where more restrictive.”
- Change 6: Bituminous Concrete Paving – Section 02511
Add the LEED verbiage to Items 1.1 and 1.2 as provided in Change 4.
- Change 7: Portland Cement Concrete Paving – Section 02513
Add the LEED verbiage to Items 1.1 and 1.2 as provided in Change 4.
- Change 8: Sewerage and Drainage – Section 02700
Add the LEED verbiage to Items 1.1 and 1.2 as provided in Change 4.
- Change 9: Grass Paving – Section 02795
Add the LEED verbiage to Items 1.1 and 1.2 as provided in Change 4.
- Change 10: Ornamental Fence – Section 02822
Add the LEED verbiage to Items 1.1 and 1.2 as provided in Change 4.
- Change 11: Landscaping – Section 02900
Add the LEED verbiage to Items 1.1 and 1.2 as provided in Change 4.
- Change 12: Native Landscaping – Section 02910
Add the LEED verbiage to Items 1.1 and 1.2 as provided in Change 4.
- Change 13: Lawn – Section 02985
Add the LEED verbiage to Items 1.1 and 1.2 as provided in Change 4.
- Change 14: Cast-In-Place Concrete – Section 03310
Add the LEED verbiage to Items 1.1 and 1.2 as provided in Change 4.
- Change 15: Unit Masonry – Section 04200
Delete 2.1, K, 2 and replace with:
“2.1, K, 2. Drainage Matting: Mat shall be fluid conducting, non-absorbent, mold and mildew resistant polymer mesh consisting of 100 percent recycled plastic with binder. Mat shall be a non-woven textile product in random pattern and shall have voids no greater than 1/4 inch in diameter. Matting shall be integrally bonded to the face of the cavity wall insulation and be suitable for substantially continuous installation behind the full-height of masonry. At steel lintels, provide individual strips of 3/8-inch thick drainage matting tied into the adhered matting above.
a. Drainage Mat Thickness on Insulation: 1-inch. “
- Change 16: Structural Steel – Section 05120

PUBLIC BUILDING COMMISSION OF CHICAGO

Add the LEED verbiage to Items 1.1 and 1.2 as provided in Change 4.

- Change 17: Steel Joists – Section 05210
Add the LEED verbiage to Items 1.1 and 1.2 as provided in Change 4.
- Change 18: Steel Roof Deck – Section 05311
Add the LEED verbiage to Items 1.1 and 1.2 as provided in Change 4.
- Change 19: Gypsum Sheathing – Section 06110
Add “1.2, C, 1, c. Submit Certification stating that gypsum board installed in the building interior complies with the testing and product requirements of the California Department of Health Services *Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers*, including 2004 Addenda.”
Add “2.1, C. Provide gypsum board systems installed in the building interior that meet the testing and product requirements of the California Department of Health Services *Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers*, including 2004 Addenda.”
- Change 20: Architectural Woodwork – Section 06400
Delete 2.2, J, 7 and replace with “2.2, J, 7. Hooks: Hewi 513. Other manufacturer's products will be considered subject to meeting the performance criteria specified herein.”
- Change 21: Sprayed-on Thermal Insulation – Section 07215
Add “1.2, B. Complete the LOW-EMITTING MATERIALS DOCUMENTATION SHEET attached to Section 01352 for products in this section.”
Add:
“1.2, C. LEED Submittal:
1. Product Data as required to show compliance with the following credits:
a. Submit certification stating that insulation installed in the building interior complies with the testing and product requirements of the California Department of Health Services *Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers*, including 2004 Addenda.”
Add: “2.1, B. Provide insulation installed in the building interior that complies with the testing and product requirements of the California Department of Health Services *Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers*, including 2004 Addenda.”
- Change 22: Roof Accessories – Section 07700
Delete 2.4, A, 4 and replace with “2.4, A, 4. Acceptable Products: Subject to compliance with requirements, provide Model GGC 90 by Grease Guard Inc. Other manufacturer's products will be considered subject to meeting the performance criteria specified herein.”
- Change 23: Joint Sealants – Section 07900
Delete 1.3, A and replace with “1.3, A. Complete the LOW-EMITTING MATERIALS DOCUMENTATION SHEET attached to Section 01352 for products in this section.”
Delete 1.3, C, b reference to LEED MR Credit 5.1 and 5.2.
- Change 24: Aluminum Windows – Section 08520
Delete 2.1, A and replace with

PUBLIC BUILDING COMMISSION OF CHICAGO

"2.1, A. Basis-of-Design Product: Subject to compliance with requirements, provide Graham 1450H and 2275H, or a comparable product by one of the following:

1. Efc0
2. Traco"

- Change 25: Door Hardware – Section 08710
Add the LEED verbiage to Items 1.1 and 1.2 as provided in Change 4.
- Change 26: Aluminum Window Wall – Section 08910
Delete 1.3, J. 1 reference to ASHRAE IESHA Standard 90.1-1999 and replace with reference to ASHRAE IESNA Standard 90.1-2004.
- Change 27: Wood Gymnasium Floor – Section 09610
Delete section in its entirety and replace with the attached revised Section 09610 dated 2/14/08.
- Change 28: Toilet Accessories – Section 10801
Delete "or equal of specified manufacturer" where it occurs in 3.3. Replace with "Comparable products from manufacturers listed above will be considered subject to meeting the performance criteria specified herein."
- Change 29: Plumbing Insulation – Section 15082
Add to 1.2:
"1.2, B. The materials in this Section are part of the overall USGBC "Leadership in Energy and Environmental Design" LEED prerequisites and credits needed for Project to obtain LEED "Silver" Certification based on LEED for Schools 2007 requirements. See Section 01352 LEED Requirements and this section for more information."
Add to 1.4:
"1.4, E. Complete the LOW-EMITTING MATERIALS CREDIT DOCUMENTATION SHEET attached to Section 01352 for products in this section including appropriate back-up documentation.
F. LEED Submittal:
1. Product Data as required to show compliance with the following credits:
a. Submit data demonstrating that all adhesives and sealants installed in the building interior meets the testing and product requirements of the California Department of Health Services *Standard Practice for Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers*, including 2004 Addenda.
2. See Section 01352 LEED Requirements and this Section for more information."
- Change 30: HVAC Insulation – Section 15083
Add the LEED verbiage to Items 1.2 and 1.4 as provided in Change 29.
- Change 31: Metal Ducts – Section 15815
Add the LEED verbiage to Items 1.2 and 1.4 as provided in Change 29.
- Change 32: CCTV System and Components – Section 16781
Delete section in its entirety and replace with the attached revised Section 16781 dated 2/14/08.

PUBLIC BUILDING COMMISSION OF CHICAGO

DRAWINGS:

- Change 33: Add drawing sheet R-1 SOIL MANAGEMENT PLAN dated 02.14.08 with Delta 2, Addendum #1. (Attached)
- Change 34: Delete drawing sheet SP.3 dated 01.25.08, Progress Printing.
Replace with new drawing sheet SP.3 dated 02.14.08, with Delta 2, Addendum #1. (Attached)
- Change 35: Delete drawing sheets C2.0, C3.4, and C4.0 dated 02.04.08, Issue for Bid.
Replace with new drawing sheets C2.0, C3.4, and C4.0 dated 02.14.08, with Delta 2, Addendum #1. (Attached)
- Change 36: Delete drawing sheets A1.4, A1.4A, A1.4B, A2.3A, A4.1, A4.2, A4.3, A4.4, A4.5, A4.6, A4.7, A4.8, A4.9, A5.1, A5.2, A5.3, A5.4, A5.5, A5.6, A5.7, A5.8, A5.9, A6.1, A6.2, A6.3, A6.4, A6.6, A6.7, A6.8, A6.9, A6.10, A6.11, A6.12, A6.13, A6.14, A6.16, A6.17, A6.18, A7.2, A8.1, A8.6, A8.7, A8.8, A8.9, A8.10, A8.12, A8.13, A8.14, and A12.1 dated 02.04.08, Issue for Bid.
Replace with new drawing sheets A1.4, A1.4A, A1.4B, A2.3A, A4.1, A4.2, A4.3, A4.4, A4.5, A4.6, A4.7, A4.8, A4.9, A5.1, A5.2, A5.3, A5.4, A5.5, A5.6, A5.7, A5.8, A5.9, A6.1, A6.2, A6.3, A6.4, A6.6, A6.7, A6.8, A6.9, A6.10, A6.11, A6.12, A6.13, A6.14, A6.16, A6.17, A6.18, A7.2, A8.1, A8.6, A8.7, A8.8, A8.9, A8.10, A8.11, A8.12, A8.13, A8.14, and A12.1 dated 02.14.08, with Delta 2, Addendum #1. (Attached)
- Change 37: Delete drawing sheets S0.1, S1.1A, S1.1B, S1.2A, S.1.2B, S1.4A, S1.4B, S2.2, S3.2, S3.3, S3.5, and S4.1 dated 02.04.08, Issue for Bid.
Replace with new drawing sheets S0.1, S1.1A, S1.1B, S1.2A, S.1.2B, S1.4A, S1.4B, S2.2, S3.2, S3.3, S3.5, and S4.1 dated 02.14.08, with Delta 2, Addendum #1. (Attached)

List of Attachments:

For reference only: "Opinion on Maintaining Portions of Existing Foundation Wall After Completion of Demolition Work at Mark T. Skinner Elementary School", including two foundation plan drawings, dated 05.09.07
For reference only: Site Excavation Plan dated 02.13.07

Specification Section 01352 LEED Requirements Attachment C –
LEED Checklist, dated 2/14/08
Specification Section 02316 Soil Management and Handling, dated 02/14/08
Specification Section 09610 Wood Gymnasium Floor, dated 02/14/08
Specification Section 16781 CCTV System and Components, dated 02/14/08
Drawing Sheet R-1 dated 02.14.08
Drawing Sheet SP-3 dated 02.14.08
Drawing Sheet C2.0 dated 02.14.08
Drawing Sheet C3.4 dated 02.14.08
Drawing Sheet C4.0 dated 02.14.08
Drawing Sheet A1.4 dated 02.14.08
Drawing Sheet A1.4A dated 02.14.08
Drawing Sheet A1.4B dated 02.14.08
Drawing Sheet A2.3A dated 02.14.08
Drawing Sheet A4.1 dated 02.14.08

PUBLIC BUILDING COMMISSION OF CHICAGO

Drawing Sheet A4.2 dated 02.14.08
Drawing Sheet A4.3 dated 02.14.08
Drawing Sheet A4.4 dated 02.14.08
Drawing Sheet A4.5 dated 02.14.08
Drawing Sheet A4.6 dated 02.14.08
Drawing Sheet A4.7 dated 02.14.08
Drawing Sheet A4.8 dated 02.14.08
Drawing Sheet A4.9 dated 02.14.08
Drawing Sheet A5.1 dated 02.14.08
Drawing Sheet A5.2 dated 02.14.08
Drawing Sheet A5.3 dated 02.14.08
Drawing Sheet A5.4 dated 02.14.08
Drawing Sheet A5.5 dated 02.14.08
Drawing Sheet A5.6 dated 02.14.08
Drawing Sheet A5.7 dated 02.14.08
Drawing Sheet A5.8 dated 02.14.08
Drawing Sheet A5.9 dated 02.14.08
Drawing Sheet A6.1 dated 02.14.08
Drawing Sheet A6.2 dated 02.14.08
Drawing Sheet A6.3 dated 02.14.08
Drawing Sheet A6.4 dated 02.14.08
Drawing Sheet A6.6 dated 02.14.08
Drawing Sheet A6.7 dated 02.14.08
Drawing Sheet A6.8 dated 02.14.08
Drawing Sheet A6.9 dated 02.14.08
Drawing Sheet A6.10 dated 02.14.08
Drawing Sheet A6.11 dated 02.14.08
Drawing Sheet A6.12 dated 02.14.08
Drawing Sheet A6.13 dated 02.14.08
Drawing Sheet A6.14 dated 02.14.08
Drawing Sheet A6.16 dated 02.14.08
Drawing Sheet A6.17 dated 02.14.08
Drawing Sheet A6.18 dated 02.14.08
Drawing Sheet A7.2 dated 02.14.08
Drawing Sheet A8.1 dated 02.14.08
Drawing Sheet A8.6 dated 02.14.08
Drawing Sheet A8.7 dated 02.14.08
Drawing Sheet A8.8 dated 02.14.08
Drawing Sheet A8.9 dated 02.14.08
Drawing Sheet A8.10 dated 02.14.08
Drawing Sheet A8.11 dated 02.14.08
Drawing Sheet A8.12 dated 02.14.08
Drawing Sheet A8.13 dated 02.14.08
Drawing Sheet A8.14 dated 02.14.08
Drawing Sheet A12.1 dated 02.14.08
Drawing Sheet S0.1 dated 02.14.08
Drawing Sheet S1.1A dated 02.14.08
Drawing Sheet S1.1B dated 02.14.08
Drawing Sheet S1.2A dated 02.14.08
Drawing Sheet S1.2B dated 02.14.08
Drawing Sheet S1.4A dated 02.14.08

PUBLIC BUILDING COMMISSION OF CHICAGO

Drawing Sheet S1.4B dated 02.14.08
Drawing Sheet S2.2 dated 02.14.08
Drawing Sheet S3.2 dated 02.14.08
Drawing Sheet S3.3 dated 02.14.08
Drawing Sheet S3.5 dated 02.14.08
Drawing Sheet S4.1 dated 02.14.08

END OF ADDENDUM NO.1

PUBLIC BUILDING COMMISSION OF CHICAGO

**ADDENDUM NO. 2 TO CONTRACT NO. 1465
FOR**

**Mark T. Skinner Elementary School
For
New Construction**

²⁶
DATE: February 21, 2008

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

BOOK 3 - TECHNICAL SPECIFICATIONS - VOLUME 1:

- Change 1: **Clarification:** All Division 2 Specifications and scope of work to comply with requirements set forth in Specification Section 02316 Soil Management and Handling.
- Change 2: The following text shall be added and apply to all Specification Divisions: "Asbestos Containing Materials (ACM) as defined in 40 CFR 763.83 shall not be used in construction, repair, or renovation of a Chicago Public School."
- Change 3: **LEED Requirements - Section 01352**
Clarification: For information on the California Department of Health Services *Standard Practice for the Testing Of Volatile Organic Emissions From Various Sources using Small-Scale Environmental Chambers*, including 2004 Addenda, see:
http://www.cal-iaq.org/VOC/Section01350_7_15_2004_FINAL_PLUS_ADDENDUM-2004-01.pdf
- Change 4: **Table of Contents**
Add new Section 01510 Temporary Offices dated 2/21/08. (Attached)
- Change 5: **Earthwork - Section 02200**
Add "1.1, B, 3. For site clearing: Refer to Section 02230 "Site Clearing"
- Change 6: **Sewerage and Drainage - 02700**
Delete 1.1, B, 1 and replace with "1.1, B, 1. Drainage Piping: System of sewer pipe, fittings, and appurtenances for gravity & pressure flow of storm drainage."
- Change 7: **Underground Manual Irrigation System - Section 02810**
Delete 3.1. A and replace with "3.1, A. The water supply shall be from the historic water tank as noted in drawings. Install in accordance with local code. Approximate locations shown on plan, verify in the field with Owner's authorized representative. At each hose bibb location, provide sign "Non Potable Water" or language as required by the City of Chicago."
- Change 8: **Steel Ornamental Gates - 02825**
Delete 1.1, 1 and replace with "1.1, 1. Steel prefinished louvered view-blocking gates and steel posts."

PUBLIC BUILDING COMMISSION OF CHICAGO

- Change 9: Unit Masonry – Section 04200
Reference Addendum No.1, Change 15. Revise the last sentence of Item 2.1, K, 2 Drainage Matting to read: "...At steel lintels, provide individual strips of 1/2-inch thick drainage matting tied into the adhered matting above."
- Change 10: Structural Steel – Section 05120
Delete 1.3, A, 2, f, 4.4 and replace with "1.3, A, 2, f, 4.4. "Except as provided in Section 4.5, the Shop and Erection Drawings shall be submitted to the Architect and the Owner's Designated Representative for Construction for design intent review and approval only. Approved Shop and Erection Drawings shall be individually annotated by the Architect and the Owner's Designated Representative for Construction as either approved or approved subject to corrections noted. When so required, the Fabricator shall subsequently make the corrections noted and furnish corrected Shop and Erection Drawings to the Architect and the Owner's Designated Representative for Construction. Shop drawings submitted to the Architect shall allow for 14 calendar days for review."
Delete 1.5, F and replace with "1.5, F. Shop and Field Testing Program By Owner's Testing Agency: The testing program as a minimum shall include but, need not be limited to the following listed items."
(1.5, F, items 1-4 to remain as noted.)
- Change 11: Modified Bituminous Membrane Roofing – Section 07550
Item 2.1, A. Add "GAF" to the list of acceptable manufacturers.
- Change 12: Glazing – Section 08801
Delete 2.1, D and replace with: "2.1, D. Tempered Glass: ASTM C 1048, Condition A (uncoated surfaces), Type 1 (transparent glass, flat), Class 1 (clear), quality q3 (glazing select), kind FT (fully tempered); heat-soaked; and free of visible of tong marks."
Delete 3.4, B and replace with: "3.4, B. Glass Type "G2": 1/4-inch thick clear tempered (Safety Rated) and heat-soaked."
Delete 3.4, G and replace with: "3.4, G. Glass Type "G5-L": 1-inch Thick Insulated Laminated Exterior Glass Assembly: Unit shall consist of 1/4-inch thick clear low-E tempered and heat-soaked outboard lite Viracon Solarscreen VE 1-2M #2, 1/2-inch airspace, 1/8-inch clear lite, a 0.030 clear PVB interlayer, and a 1/8-inch clear lite. Other manufacturer's products will be considered subject to meeting the performance criteria specified herein."
(3.4, G, items 1-10 to remain as noted.)
Delete 3.4, H and replace with: "3.4, H. Glass Type "G5-S-L"; 1-inch Thick Insulated Laminated and Spandrel Exterior Glass Assembly: Unit shall consist of 1/4-inch thick clear low-E tempered and heat-soaked outboard lite Viracon Solarscreen VE 1-2M #2, 1/2-inch airspace, 1/8-inch clear lite, a 0.030 clear PVB interlayer, and a 1/8-inch clear lite. Provide ceramic frit on the #6 surface. Other manufacturer's products will be considered subject to meeting the performance criteria specified herein."
(3.4, H, items 1-3 to remain as noted.)
- Change 13: Glazing – Section 08801
Add:
"3.4, I. Glass Type "G5-O": 1-inch thick Insulated Obscure Exterior Glass Assembly: Unit shall consist of a 1/4-inch thick clear low-E outboard lite (equal to Viracon Solarscreen VE 1-2M #2), 1/2-inch airspace and a 1/4-inch thick clear inboard lite. The #3 surface shall be etched.

PUBLIC BUILDING COMMISSION OF CHICAGO

3.4, J. Glass Type "G5S-O": 1-inch thick Insulated Laminated Obscure Exterior Glass Assembly: Unit shall consist of a 1/4-inch thick clear low-E outboard lite (equal to Viracon Solarscreen VE 1-2M #2), 1/2-inch airspace, 1/8-inch clear lite, a 0.030 clear PVB interlayer, and a 1/8-inch clear lite. The #3 surface shall be etched."

Change 14: Resilient Tile Flooring

Add: "1.1, A, 1. Also provide tapered latex fill under coating."

Add: "2.3, E. Tapered Floor Fill: 1-component polymer modified, high performance mortar. Provide Dry Fast Set Latex Liquid Floor by JE Tomas & Associates, Inc. Other manufacturer's products will be considered subject to meeting the performance criteria specified herein."

Delete 3.2 and replace with:

"3.2 PREPARATION

- A. Moisture Testing: Perform tests recommended by manufacturer and as follows. Proceed with installation only after substrates pass testing.
 1. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in 24 hours.
 2. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75% relative humidity level measurement.
- B. Comply with manufacturer's installation specifications to prepare substrates indicated to receive tile.
- C. Use trowelable leveling and patching compounds per tile manufacturer's directions to fill cracks, holes, and depressions in substrates.
- D. Provide latex tapered floor fill at intersections of higher flooring materials. Mix floor fill with water and applied to concrete. Trowel onto bare concrete and featheredge so that installed traffic coating will be level with adjacent flooring materials and present no lippage.
- E. Remove coatings, including curing compounds, and other substances that are incompatible with flooring adhesives and that contain soap, wax, oil, or silicone, by using a terrazzo or concrete grinder, a drum sander, or a polishing machine equipped with a heavy-duty wire brush.
- F. Broom and vacuum clean substrates to be covered by tiles immediately before tile installation. Following cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust.
- G. Apply concrete slab primer, if recommended by flooring manufacturer, prior to applying adhesive. Apply according to manufacturer's directions."

Change 15: LEED Finish Painting - Section 09910

Delete 2.5, I and replace with:

"I. Architecturally Exposed Steel:

1. Verify shop paint system which was specified as zinc-rich. Provide compatible primer if differing producer.
2. Remove loose primer all rust and surface contaminates to ensure bond.
3. Spot prime zinc shop primed surfaces - 2.0 - 3.0 mils DFT.
 - a. PPG: Pitt Guard All Weather DTR Epoxy Coating 97-946 Series (241 g/L)
 - b. S-W: Zinc Clad VI Waterbased Organic Zinc Rich Epoxy B69_210
 - c. Tnemec Series 94 H2O.
4. Intermediate Coat - 2.0 - 4.0 mils Dry Film Thickness

PUBLIC BUILDING COMMISSION OF CHICAGO

- a. PPG: Pitt Guard All Weather DTR Epoxy Coating 97-946 Series (241 g/L)
- b. S-W: Macropoxy 646 Waterbased Tile-Clad Primer B73_200
- c. Tnemec Series 27WB (Water Based) Typoxy
- 5. Top Coat – 4.0 Mils Dry Film Thickness
 - a. PPG: Pitthane Ultra Gloss Urethane 95-812 Series (241 g/L)
 - b. S-W: Acrolon Multi-Mil Waterbased Acrolon 100 B65_720
 - c. Tnemec Series 740 Endura-Shield
- 6. Protective Coat – 1.5 mil Dry Film Thickness
 - a. PPG: Pitthane Ultra Gloss Urethane 95-812 Series (241 g/L)
 - b. S-W: Diamond Clad WB B65_175
 - c. Tnemec Series 76 Endura Clear.”

- Change 16: Toilet Accessories – Section 10801
Delete 1.1, A and replace with “1.1, A. Section Includes: Toilet Accessories as indicated and as specified. Owner furnished accessories shall be furnished by Owner and installed by Contractor. All other accessories shall be furnished and installed by Contractor.”
- Change 17: Display Cases – Section 10125
Delete section in its entirety and replace with the attached revised Section 10125 dated 2/21/08.
- Change 18: Food Service Equipment - Section 11400
Part 4 – Line Item Specification, Item 12, Exhaust Hood, add:
“Item 6. Provide exhaust fan switch and light switch.”
- Change 19: Window Treatment – Shades – Section 12500
Item 2.1, A. Add “Lutron” to the list of acceptable manufacturers.
- Change 20: Motorized Shades – Section 12503
Item 2.1, A. Add “Lutron”, “Silent Glass”, “Solarfective”, and “Nysan” to the list of acceptable manufacturers.
- Change 21: Meters and Gauges for HVAC Piping - Section 15127
Revise the section title to “Meters and Gauges for Piping”. This section applies to all HVAC and plumbing piping.
- Change 22: Domestic Water Piping - Section 15140
Add: “1.4, D. Shop Drawings: Provide piping layout of the domestic water systems, detailed at ¼” scale. Drawings shall include pipe hangers and building attachments for underground and above ground piping.”
- Change 23: Sanitary Waste and Vent Piping - Section 15150
Add: “1.4, B. Shop Drawings: Provide piping layout of the sanitary waste and vent systems, detailed at ¼” scale. Drawings shall include pipe hangers and building attachments for underground and above ground piping.”
- Change 24: Storm Drainage Piping - Section 15160
Add: “1.4, B. Shop Drawings: Provide piping layout of the storm drainage systems, detailed at ¼” scale. Drawings shall include pipe hangers and building attachments for underground and above ground piping.”

PUBLIC BUILDING COMMISSION OF CHICAGO

- Change 25: Plumbing Fixtures – Section 15410
Delete section in its entirety and replace with the attached revised Section 15410 dated 2/21/08.
- Change 26: Air-Cooled Rotary Screw Water Chillers 130 Tons and Greater – Section 15626
Delete this section in its entirety. Retain and refer to Specification Section 15626 Air-Cooled Scroll Water Chillers 150 Tons and Greater.
- Change 27: Modular Indoor Air-Handling Units – Section 15725
Item 2.1, A. Add “Tremtrol” and “Ventrol” to the list of acceptable manufacturers.
Add: “2.2, B, 1. Cooling and heating AHUs and the associated return air fans indicated in these contract documents represent a proposed configuration. Contractors and their equipment suppliers shall propose AHUs based on their equipment modules without changing the wall, roof, floor openings, access around the unit, and required egress within the mechanical rooms. The total number of system components in each AHU, including fans, coils, furnaces and filters shall remain as indicated in the contract documents.
2.2, B, 2. Equipment suppliers shall design the custom built AHUs for the performance criteria outlined in the contract documents. Additionally, acoustical performance of the entire system shall be such that no classroom shall experience a background noise level greater than NC-35 and no office or library space shall experience a background noise level greater than NC-40. The equipment footprint shown on the drawings is the maximum allowable space allocated for the AHUs. The General Contractor shall coordinate the proposed AHU layout with all adjacent assemblies. The proposed layout shall be submitted and reviewed by the Architect and Engineer prior to commencement of Work.”
- Change 28: Sequence of Operation – Section 15958
Delete section in its entirety and replace with the attached revised Section 15958 dated 2/21/08.

DRAWINGS:

- Change 29: Delete drawing sheet SP.3 dated 02.14.08, Addendum #1.
Replace with new drawing sheet SP.3 dated 02.21.08, with Delta 3, Addendum #2. (Attached)
- Change 30: Sheet C1.0
Add Demolition Note: “15. Contractor shall obtain permit for City of Chicago Bureau of Forestry for any tree removal within the public right of way prior to commencement of Work.”
- Change 31: Sheet C2.0
Add General Note: “9. Coordinate street signage, posts, and locations with the Chicago Department of Transportation.”
- Change 32: Sheet C5.1
Add detail 5 as shown on CSK-01. (Attached).

PUBLIC BUILDING COMMISSION OF CHICAGO

- Change 33: Delete drawing sheet C6.0 dated 02.04.08, Issue for Bid.
Replace with new drawing sheet C6.0 dated 02.21.08, with Delta 3, Addendum #2.
(Attached)
- Change 34: Delete drawing sheets L1.1 and L1.4, dated 02.04.08, Issue for Bid.
Replace with new drawing sheets L1.1 and L1.4 dated 02.21.08, with Delta 3, Addendum #2. (Attached)
- Change 35: Sheet AS.4
A. Revise the detail number of the Parking Lot Plan from "1/AS.4" to instead be "2/AS.4".
B. Add detail 3 as shown on ASK-01. (Attached). It is applicable for the site light located at the north end of the fire drive as indicated on sheet AS.3, detail 1, and on the electrical site plan sheet E0.1.
- Change 36: Sheet A1.1A
A. At Main Lobby 1002, revise the drinking fountain elevation reference "25/A15.1" to instead reference elevation "27/A15.1".
B. At Dining Room 1065, at the masonry column enclosure for the column at the intersection of Gridline F and Gridline 8.5, revise the east column enclosure wall from "M4" to instead be "M8" and extend enclosure to window jamb to accommodate the water line piping to the compactor enclosure. See new drawing sheets A14.1 and P1.1A for additional information.
C. At Gymnasium 1082, for coordination with the section shown on Sheet A5.2, relocate the detail reference "2/A5.2" to the west of "4/A5.2". This is typical for all plan references to "2/A5.2".
D. For coordination with plumbing, at each non-freeze hose bibb location (NFHB-1) indicated on P1.1A, provide a locking prefinished access panel for access to valves. Coordinate locations with Architect.
- Change 37: Sheet A1.1B
A. At Corridor 1023, revise the drinking fountain elevation reference "4/A15.1" to instead reference elevation "27/A15.1".
B. For coordination with plumbing, at each non-freeze hose bibb location (NFHB-1) indicated on P1.1A, provide a locking prefinished access panel for access to valves. Coordinate locations with Architect.
- Change 38: Sheet A1.2B
At Corridor 2009, revise the drinking fountain elevation reference "4/A15.1" to instead reference elevation "27/A15.1".
- Change 39: Sheet A1.3B
At Corridor 3007, revise the drinking fountain elevation reference "25/A15.1" to instead reference elevation "27/A15.1".
- Change 40: Sheet A1.4A, Drawing 1 and Sheet A1.4B, Drawing 1
For clarification, the revised drawing issued in Addendum #1 dated 02.14.08 include revisions to the roof elevations coordinated with the revised structural roof framing plans dated 02.14.0, with Delta #2, Addendum #1. The elevations are shown on the architectural drawings for coordination purposes only.

PUBLIC BUILDING COMMISSION OF CHICAGO

- Change 41: Sheet A1.4B, Drawings 4, 5 and 6
For coordination with structural, revise the bottom of metal deck elevations to match the elevations indicated in the revised structural roof framing plans dated 02.14.08, with Delta #2, Addendum #1.
- Change 42: Sheets A2.1A, A2.1B, A2.2A, A2.2B, A2.3A, and A2.3B
At Stair 1 and Stair 2 (all floors) add general note "All conduit, sprinkler risers and branch piping in stairs are to run unexposed in soffited stair or within wall. Heads should be side-wall type sprinklers if necessary to ensure unexposed piping installation, whether or not indicated on FP drawings. GC shall coordinate with Sprinkler Contractor and all trades as required."
- Change 43: Sheet A2.1A
A. At Vault Room 1012, revise reference to Ceiling Keynote Legend Item "1" to instead reference Item "2".
B. At Hall Room 1016 and Hall Room 1017, revise the references to Ceiling Keynote Legend Item "2" to instead reference Item "1".
C. At Dining Room 1065, Served Room 1064, and Warming Kitchen 1066, refer to sheet FP1.1A for additional sprinkler head locations. Coordinate final locations with Architect.
D. At Boys Toilet Room 1061 and Girls Toilet Room 1063, the 24"x24" access panels are to access the valves indicated on sheet P1.1A. Coordinate final locations with Architect.
- Change 44: Sheet A2.1B
A. At Girls Toilet Room 1049 and Boys Toilet Room 1051, the 24"x24" access panels are to access the valves indicated on sheet P1.1B. Coordinate final locations with Architect.
B. At the exterior plaster soffit north of Vestibule 1046, provide a continuous soffit vent running east-west for the entire length of the soffit per drawing ASK-03. (Attached)
C. For clarification, at Pre-K/K Room 1042, Ceiling Keynote Legend Items 4 and 15 are referenced from the exterior wall at the window location. This is typical for all similar conditions where occur in the building.
D. For clarification, in Ceiling Symbol Key the description of the last item is as follows: "Window mounted shade and prefinished housing." This item is referenced from the ceiling plan adjacent to all exterior aluminum windows as indicated.
- Change 45: Sheet A2.2A
A. At gymnasium ceiling add general note "Coordinate all athletic equipment, mechanical, theatrical lighting and audio systems, sprinkler piping, general and emergency lighting, etc. to avoid conflict with athletic equipment supports and operation. Contractor shall coordinate and offset winch locations as shown on architectural drawings and as required to avoid conflict with adjacent construction."
B. At Stage Platform ceiling add general note "Coordinate ceiling run gas, water, and sprinkler lines to avoid conflict with theatrical lighting and rigging, typ. Coordinate openings in beams w/structural for all utilities."
- Change 46: Sheet A2.2B and Sheet A2.3B
At the north end of Corridor 2009 and Corridor 3007, locate the 2'x4' radiant panels

PUBLIC BUILDING COMMISSION OF CHICAGO

RP-3 and RP-10 indicated in sheets M1.2B and M1.3B in the suspended acoustical ceiling. Coordinate locations with sprinkler heads and light fixtures, and confirm final location with Architect.

- Change 47: Sheet A3.1, Keynote Legend
Delete Keynote 7 and replace with "7. Fire Department Connection (FDC), alarm bell and strobe. Locations to be coordinated with Architect." See **Change 79 Item G**, and **Change 80 Item E** for additional information.
- Change 48: Sheet A4.1, Keynote Legend
At Keynotes 1 and 7, delete "PT-1" and replace with "PT-2"
At Keynote 2, delete "matrix" and replace with "matrix"
At Keynote 12, delete "Elasormeric" and replace with "Elastomeric"
- Change 49: Sheet A6.11
Revise detail 1 as shown on ASK-02. (Attached)
- Change 50: Sheet A6.19
Add details 5, 6, and 7 as shown on ASK-03 pages 1, 2, and 3, respectively. (Attached). The details are referenced from the Lobby Room 2001 on the revised drawing sheet A1.2A, dated 02.21.08, with Delta 3, Addendum #2. (Attached)
- Change 51: Sheet A8.10
A. Detail 1: at the north wall of Library Room 3002, revise the clear space for bookcases for the Professional Library (NIC) from 12'-0" to instead be 12'-1". Revise the width of the computer counter at the east end of the Professional Library bookcases from 7'-4" to instead be 7'-3".
B. Detail 1: for coordination with the interior elevation, at the Library Workroom 3003, revise the dimension from the north wall to the centerline of the sink from 2'-8" to instead be 1'-8".
C. Detail 4: revise the height of opening D303B to 4'-8" so that the top of sill is at 2'-10" AFF and the top of the window frame is aligned with the top of the adjacent door frame. See **Change 53, Item A** for additional information.
D. Detail 6: for clarification, refer to sheet A10.1, detail 4 for the depths of the millwork.
- Change 52: Sheet A8.15
Add detail 3 as shown on ASK-04. (Attached). The detail is referenced from the vegetated roof below the Historic Water Tank on the revised drawing sheet A1.3A, dated 02.21.08, with Delta 3, Addendum #2. (Attached)
- Change 53: Sheet A12.1, Opening Schedule
A. Opening No. D303B: revise the opening size height to 4'-8".
B. Opening Nos. D119, D120, D130, D150, D168, D202, D204, D216, D222, D320, and D343: delete reference to Note Key "N9". Knurled hardware is not required at these door locations.
C. Opening Nos. D240 and D342: add reference to Note Key "N9". Knurled hardware is required at these door locations.

PUBLIC BUILDING COMMISSION OF CHICAGO

- Change 54: Delete drawing sheets AS.2, A1.2A, A1.3A, A3.5, and A14.1, dated 02.04.08, Issue for Bid.
Replace with new drawing sheets AS.2, A1.2A, A1.3A, A3.5, and A14.1, dated 02.14.08, with Delta 3, Addendum #2. (Attached)
- Change 55: Delete drawing sheets S1.2A and S.1.2B dated 02.14.08 with Delta 2, Addendum #1, and drawing sheets S1.3A and S1.3B dated 02.04.08, Issue for Bid.
Replace with new drawing sheets S1.2A, S.1.2B, S1.3A, and S1.3B dated 02.21.08, with Delta 3, Addendum #2. (Attached)
- Change 56: Sheet M1.1B
- A. At Storage Room 1037, delete the fire dampers at the supply air duct and the transfer air duct (total 2) at the north wall. They are not required at those locations.
 - B. At Storage Room 1040, delete the fire dampers at the supply air duct and the transfer air duct (total 2) at the south wall. They are not required at those locations.
 - C. At Storage Room 1042, delete the fire dampers at the supply air duct and the transfer air duct (total 2) at the north wall. They are not required at those locations.
 - D. At Special Need Classroom 1045, at the southeast corner chase space behind the teacher's wardrobe, revise the supply duct size entering the chase space from "20x12" to instead be "20x14", and revise the supply duct size going up in the chase space from "16x16" to instead be "14x20".
 - E. At Corridor 1023, at the northwest corner, provide a thermostat for the 12x12 transfer grille.
- Change 57: Sheet M1.2B
At Science Classroom Room 2017, at the ductwork chase just north of door D217A, revise the size of the duct going up and down from "16x16" to instead be "14x20". Revise the size of the supply duct entering the chase from "14" diameter" to instead be "14x20".
- Change 58: Sheet M1.3B
- A. At Science Classroom Room 3015, at the ductwork chase just north of door D315A, revise the size of the duct going down from "16x16" to instead be "14x20". Provide 20"x14" supply duct to the 22x16 supply duct in Corridor 3007.
 - B. At Classroom 3024, delete the fire damper at the 20x12 supply duct above door D324. It is not required at this location.
- Change 59: Sheet M4.1
- A. At Air Cooled Chiller Schedule (R410A), revise the COMPRESSOR MCA from "408/209.2" to instead be "606.8"
 - B. At Boiler Schedule (Hydronic-30%PG), revise the EWT from "180" to instead be "120", and revise the LWT from "200" to instead be "150".
 - C. At Hot Water Coil Schedule, revise the WATER SIDE EWT for both HC-1 from "180" to instead both be "150", and revise the WATER SIDE LWT for both HC-1 from "160" to instead both be "120".
 - D. At Exhaust Fan Schedule, TAG KEF-1, in REMARKS column add reference to Remark 5 as follows: "5. Switch operated, switch on the hood."
 - E. At Pump Schedule, add the following:
"TAG:FPP-1&2, FLUID:HOT WATER 30% PROP, LOCATION:FAN ROOM 3036, SERVICE:HEATING, TYPE:INLINE, GPM:15, HEAD (FT):30, MOTOR DATA BHP:-, MOTOR DATA HP:2/5, MOTOR DATA RPM:3250, MOTOR DATA VOLT:*,

PUBLIC BUILDING COMMISSION OF CHICAGO

MOTOR DATA PH:*, MOTOR DATA HZ:*, MANUFACTURER AND MODEL:B&G SERIES PL-55."

- Change 60: Sheet M4.2, Single Duct VAV Terminal Unit Schedule
- A. Revise VAV-2-4 to "NOT USED"
 - B. At VAV-2-2, VAV-2-4, and VAV-2-5, revise the following for all three:
Revise SIZE UNIT from "14" to instead be "16", revise SIZE INLET from "14" to instead be "16", revise SIZE OUTLET from "20x17-1/2" to instead be "24x18", revise CFM MAX from "2700" to instead be "3600", revise CFM MIN from "810" to instead be "1080", revise HEATING DATA GPM from "2.3" to instead be "6.1", revise HEATING DATA EWT from "200.0" to instead be "150.0", and revise HEATING DATA LWT from "170.0" to instead be "120".
- Change 61: Sheet M4.4, Mechanical/Electrical Coordination Schedule
- A. Revise CUH-9 to "NOT USED"
 - B. At RP-1, revise the VOLTS from "480" to instead be "120", revise the PHASE from "3" to instead be "1", and revise the HP/KW from "1/2 HP" to instead be "2/5 HP".
 - C. At RP-2, revise the VOLTS from "480" to instead be "120", revise the PHASE from "3" to instead be "1", and revise the HP/KW from "1/2 HP" to instead be "1/6 HP".
 - D. At EF-1, revise the CONTACTOR from "E" to instead be "-", revise the TIME CLOCK BAS from "M" to instead be "-", revise the INTERLOCK THROUGH BMS from "-" to instead be "YES", and add to REMARKS: "BAS TIME CLOCK".
 - E. At EF-3, EF-8A, EF-8B, EF-8C, and EF-9, revise the CONTACTOR from "E" to instead all be "-", and revise the TIME CLOCK BAS from "M" to instead all be "-".
 - F. At PF-1 and PF-2, revise DISCONNECT SWITCH NF from "E" to instead both be "-", revise STARTERS MAGNETIC from "-" to both be "E", and revise STARTERS COMBINATION MAGNETIC F from "-" to both be "E".
 - G. At KNEF-1, add to REMARKS: "INTERLOCK WITH KILN".
 - H. At UH-3, revise the FULL LOAD AMPS from "3.9 A" to instead be "4.5 A"
 - I. At KEF-A, add to REMARKS: "ON SWITCH".
 - J. At WH-1 and WH-2, add to FULL LOAD AMPS: "5.2 A", add to VOLTS: "120", and add to PHASE: "1".
 - K. Add the following to the Schedule:
"TAG:KILN, DESCRIPTION/LOCATION:KILN EQUIPMENT, VOLTS:208, PHASE:1, HP/KW:28.8 KW, REMARKS:INTERLOCK WITH KNEF-1."
"TAG:FPP-1, DESCRIPTION/LOCATION:FREEZE PROTECTION PUMP, VOLTS:120, PHASE:1, HP/KW:2/5 HP."
- Change 62: Sheet M4.5
- A. Delete detail 7. Refer to sheet M5.3, detail 5 for Chilled Water Piping Schematic Diagram. See **Change 64** for additional information.
 - B. Revise detail 6 as shown on MSK-01. (Attached)
- Change 63: Sheet M5.2
Revise detail 7 as shown on MSK-02. (Attached)
- Change 64: Sheet M5.3
Revise detail 5 as shown on MSK-03. (Attached)

PUBLIC BUILDING COMMISSION OF CHICAGO

- Change 65: Delete drawing sheets M1.1A, M1.2A, M1.3A, M2.1A, M2.2A, M2.3A, and M7.1 dated 02.04.08, Issue for Bid.
Replace with new drawing sheets M1.1A, M1.2A, M1.3A, M2.1A, M2.2A, M2.3A, and M7.1 dated 02.21.08, with Delta 3, Addendum #2. (Attached). Changes are applicable to Sheets M1.1, M1.2, and M1.3 respectively.
- Change 66: Sheet P1.2B
At the Science Classroom 2017, at island sink SK-8 near the west wall, route the 2" vent piping up to the third floor and down to the first floor via the framed west wall.
- Change 67: Sheet P1.4
A. For clarification, the size of the roof drains and overflow drains are all to be 6" as indicated in sheets P1.3A and P1.3B.
B. Delete the four sets of roof drains and overflow drains indicated for the vegetated roof area at the southeast area of the building. Instead, refer to sheet P1.3A for the locations of the four sets of roof drains and overflow drains at the vegetated roof area.
C. At the clerestory roof, provide four (4) 6" roof drains at the locations indicated on sheet A1.4B.
- Change 68: Delete drawing sheets P0.1, PU1.1A, P1.1A, P1.1B, P1.2A, P1.3A, and P1.3B, dated 02.04.08, Issue for Bid.
Replace with new drawing sheets P0.1, PU1.1A, P1.1A, P1.1B, P1.2A, P1.3A, and P1.3B, dated 02.21.08, with Delta 3, Addendum #2. (Attached) Changes are applicable to Sheets P1.1, P1.2, and P1.3 respectively.
- Change 69: Delete drawing sheets FP1.1A, FP1.2A, and FP1.3A dated 02.04.08, Issue for Bid.
Replace with new drawing sheets FP1.1A, FP1.2A, and FP1.3A dated 02.21.08, with Delta 3, Addendum #2. (Attached) Changes are applicable to Sheets FP1.1, FP1.2, and FP1.3 respectively.
- Change 70: Sheet E0.1
Add General Note: "24. The General Contractor through the work of the Trade Contractor defined in subparagraph 25 of section 01010 of the specifications is responsible for the overall coordination of the electrical work."
- Change 71: Sheet E1.1
Add General Note: "9. Coordinate with Structural Drawings all site conduit penetrations into the building."
- Change 72: Sheet E1.1A
A. At the Elevator Room 1062, revise light fixture F21 to instead be light fixture F35.
B. At the Gymnasium Room 1082, delete the reference to Keyed Note 2 from the northeast corner of the room. The microprocessor based lighting controller is located in the alcove at the northwest corner of the room as indicated by the note "Gym lighting controller".
C. At the Corridor Room 1022, provide a junction box, switch, conduit and wire as needed for the light in the display case located on the west wall across from Vestibule 1058. (See Sheet A1.1A for additional information.)

PUBLIC BUILDING COMMISSION OF CHICAGO

- Change 73: Sheet E1.1B
Add General Note: "6. Provide Chicago approved EM transfer switch for all EM lighting fixtures with dimming ballast."
- Change 74: Sheet E1.1B
A. At the Multi-Purpose Room 1052, revise the location of Fixtures F1A so that the emergency fixture is at the north end of the row, next to Door D152A.
B. At the Multi-Purpose Room 1053, revise the location of Fixtures F1A so that the emergency fixture is at the south end of the row, next to Door D153A.
- Change 75: Sheet E1.2A
A. Add General Note 6 as provided in **Change 73**.
B. At the Gymnasium Room 1082, provide eight (8) Occupancy Sensors, located near Fixtures F34. Coordinate final locations with mechanical equipment, athletic equipment, structure, and light locations.
C. At Fixture F29 near the intersection of Gridline A and Gridline 11 (located above the canopy), allow one (1) evening to aim fixture and set barn doors. Final settings shall be such that light does not spill outside of sign in compliance with LEED requirements."
- Change 76: Sheet E1.2B
Add General Note 6 as provided in **Change 73**.
- Change 77: Sheet E1.3A
A. Add General Note 6 as provided in **Change 73**.
B. At Classroom 3009, delete the symbol for a fluorescent lighting fixture wired to life safety circuit. It is not required for the room.
C. At Library Room 3002, add one (1) photocell between the middle two light fixtures F15 at the north side of clerestory area. Coordinate final locations with Architect.
D. At Stair 3 Room 3037, provide 6'-8"L stems for light fixture F18 in coordination with Sheet A7.2.
- Change 78: Sheet E1.3B
Add General Note 4 as provided in **Change 73**.
- Change 79: Sheet E2.1A
A. For clarification, at Dining Room 1065 and at Gymnasium Room 1082, the sound system equipment and assistive listening equipment as indentified, and as described in specification sections 16726 Public Address and Music Equipment and 16750 Assistive Listening Device Systems, are equipment that will be Owner provided and Owner installed. This includes the related equipment indicated in Platform Room 1080. The Contractor's scope of work is the installation of empty raceway only, including boxes, conduit, and pull string.
B. At Main Lobby Room 1002, west of the door to the Dining Room 1065 (Door D165A), delete the one (1) smoke detector just to the north of the door.
C. At Corridor Room 1022, door D122B, provide a security door contact (DC) for each door leaf (total 2) and connect to the building's security system.
D. At Served Room 1064, revise the wall mounted speaker just west of door the door to the Warming Kitchen Room 1066 (Door D166A) to a ceiling mounted speaker.

PUBLIC BUILDING COMMISSION OF CHICAGO

- E. At Warming Kitchen Room 1066, revise the wall mounted paging speaker at the south wall just north of Office Room 1069 to a wall mounted intercom, located opposite the wall mounted intercom in Office Room 1069.
- F. At Warming Kitchen Room 1066, provide a switch near the exhaust hood with 2#12, 1#12G, 3/4"C to starters for Kitchen exhaust fan KEF-1 in Electrical Room 1057. See ~~Change 86~~ for sheet E7.1, Detail 1 for additional information.
- G. For coordination with sheet FP1.1A, provide an exterior sprinkler alarm bell and an exterior visual strobe at the Fire Department Connection location west of Waiting Area Room 1007. Final locations to be coordinated with Architect.

Change 80: Sheet E2.1B

- A. Delete General Note 16, and replace with "16. All audible and visual alarms shall be synchronized on all floors. All strobes shall be 75 FC U.N.O."
- B. For coordination with the plan, at the Special Outlet Schedule, Tag HD-F9, revise the location to be Toilet 1056.
- C. At Pre-K/K-3 Room 1036, revise the duplex receptacle at the center of the north wall next to the clock to a child resistant (safety type) duplex receptacle.
- D. At Pre-K/K-2 Room 1039, revise the duplex receptacle at the center of the south wall next to the clock to a child resistant (safety type) duplex receptacle.
- E. For coordination with sheet FP1.1B, provide an exterior sprinkler alarm bell and an exterior visual strobe at the Fire Department Connection location west of Special Needs Classroom 1 1045. Final locations to be coordinated with Architect.

Change 81: Sheet E2.2A

- A. At Lobby Room 2001 door D239, and at Corridor Room 2008 door D208B, provide a security door contact (DC) for each door leaf (total 4) and connect to the building's security system.
- B. At Art Storage Room 2004, at the disconnect switch indicated on the west wall, provide 2#12, 1#12G, 3/4"C to fan KNEF-1 on roof for interlock with kiln.
- C. At Corridor Room 2008 and Corridor Room 2009, revise the number and locations of the interior closed circuit television cameras to match the number and locations of the cameras indicated in Corridor Room 3006 and Corridor Room 3007 on Sheet E2.3A.
- D. At Mechanical Room 2034, for air handling unit AHU-1, provide a motor for the freeze protection pump FPP-1. For air handling unit AHU-2, provide a motor for the freeze protection pump FPP-2. See the changes for Sheet E5.1 for additional information.
- E. At Gymnasium Room 1082, revise the note for the motorized screens to read: "Provide complete system for motorized screens. J-boxes shall be flush. See Architectural details and coordinate with manufacturer (typ). Provide 4#12, 1#12G, 3/4"C from controller MLC to each motor. See sheet E2.1A for location of switch and controller."

Change 82: Sheet E2.2B

- A. At the Special Outlet Schedule, Tag 3, Kiln, revise the PHASE to "2" and the LOAD KW to "16.6"
- B. Delete Special Outlet Schedule Notes 2 and replace with: "2. Provide 1#8G. Provide 100A-2P fusible disconnect. Verify exact location and size with Architect. Provide control panel with relays as needed to interlock with exhaust fan and "emergency power off" button."

PUBLIC BUILDING COMMISSION OF CHICAGO

- C. At Corridor Room 2009, revise the number and locations of the interior closed circuit television cameras to match the number and locations of the cameras indicated in Corridor Room 3007 on Sheet E2.3B.

Change 83: Sheet E2.3A

- A. At Lobby Room 3001 door D335A, at Library Room 3002 door D302B, and at Corridor Room 3006 door D306B, provide a security door contact (DC) for each door leaf (total 5) and connect to the building's security system.
B. At Library Work Room 3003, delete the reference to Room 3004 from the LCE.

Change 84: Sheet E2.3B

- Delete Keyed Note 7 and replace with "7. Mechoshade, provide 120V, single phase power with toggle switch. Provide 4 switches, one for each solar orientation (north, south, east and west – see Sheet E2.4A)."

Change 85: Sheet E2.4A

- For coordination with Sheet M1.4A, provide motors KEF-1, KNEF-1, EF-3, and EF-9 at the corresponding equipment locations as indicated on Sheet M1.4A. See Sheet E5.1 for additional information.

Change 86: Sheet E2.4B

- For coordination with Sheet M1.4B, provide motor EF-1 at the corresponding equipment location as indicated on Sheet M1.4B. See Sheet E5.1 for additional information.

Change 87: Sheet E4.2, Detail 1 Voice/Data Schematic Riser Diagram

- At the third floor LCE, delete the reference to Room 3004.

Change 88: Sheet E5.2, Circuit Breaker Panel Schedule

- A. At Panel EM-1, in the first "QTY" column, revise the quantity "18" to instead be "24"
B. At Panel EM-1, in the "MAIN BUSING" column, delete "SPLIT".
C. At Panel PP-1A, in the first "QTY" column, revise the quantity "40" to instead be "37". In the section "QTY" column, revise the quantity "-" to instead be "1". In the second "POLE" column, revise the pole "-" to instead be "3". In the second "AMP" column, revise the ampere "-" to instead be "15".
D. At Panel PP-3A, in the first "QTY" column, revise the quantity "37" to instead be "40", and revise the quantity "5" to instead be "2".
E. Delete Circuit Breaker Panel Schedule Note 7, and replace with: "7. Contactor in Panel EM-1 shall be for Circuits 7 thru 24. Upper 6 circuits shall be constant section."

Change 89: Sheet E7.1, Detail 1 Enlarged First Floor Electrical Room

- A. At the southeast corner of the Electrical Room, provide a fused disconnect switch for exhaust fan KEF-1.
B. Add to Notes: "4. RACP, SCP & DDP shall be fed from RYAN BOX. See Sheet E4.1B."

Change 90: Sheet EM.1B

- Revise as indicated in ~~Change 74~~.

PUBLIC BUILDING COMMISSION OF CHICAGO

- Change 91: Sheet EM.3A
Revise as indicated in ~~Change 77, Item B.~~
- Change 92: Delete drawing sheets E4.1A, E4.1B, E5.1, E6.5, E8.1A, E8.1B, E8.2A, E8.2B, E8.3A, E8.3B, and EM4.1 dated 02.04.08, Issue for Bid.
Replace with new drawing sheets E4.1A, E4.1B, E5.1, E6.5, E8.1A, E8.1B, E8.2A, E8.2B, E8.3A, E8.3B, and EM4.1 dated 02.21.08, with Delta 3, Addendum #2. (Attached)

QUESTIONS AND ANSWERS:

Question 1: Is there irrigation on this job?

Handwritten scribbles

Answer 1: There is not an automatic sprinkler irrigation system for the project. Instead, a cistern-fed manual irrigation system consisting of hose bibs and associated water connections address the requirements set forth by the Landscape Ordinance and support the initial establishment of plants.

Question 2: ~~Section 1.3 of specification 05120, Structural Steel, calls for the steel fabricator to participate in an AISC Quality Certification Program and be designated as an AISC certified plant, Category Sbd, conventional steel building structures. Is this requirement going to be enforced, or will it be waived?~~

Answer 2: ~~Fabricator certification is characterized by quality assurance and control with an approach to controlling errors and non-conformances prior to erection in the field. It is a required level of reliability and quality control with respect to the product the owner is purchasing. Relinquishing the fabricator from adhering to this criterion can open the owner up to non-conformances post production where fixes may be time consuming and costly. This requirement will not be waived.~~

Same as Langston

Question 3: Would GAF be an acceptable manufacturer for the roofing system on Mark Skinner?

Answer 3: *Yes* Refer to BOOK 3 - TECHNICAL SPECIFICATIONS - VOLUME 1, ~~Change 11~~ *see*

Q5 in Langston is no. Lutron

Question 4: For motorized shades the spec calls out for Vimco, Draper, and Hunter Douglas as the manufacturers. Would Lutron product be acceptable?

Answer 4: *Yes* Refer to BOOK 3 - TECHNICAL SPECIFICATIONS - VOLUME 1, ~~Change 20~~ *see*

Question 5: For the manual shades the spec calls out for Silent Gliss, Solarfective or Nysan. Would Lutron product be acceptable?

Answer 5: *Yes* Refer to BOOK 3 - TECHNICAL SPECIFICATIONS - VOLUME 1, ~~Change 19~~ *see*

List of Attachments:

- Specification Section 01510 Temporary Offices, dated 02/21/08
- Specification Section 10125 Display Cases, dated 02/21/08
- Specification Section 15410 Plumbing Fixtures, dated 02/21/08
- Specification Section 15958 Sequence of Operation, dated 02/21/08

PUBLIC BUILDING COMMISSION OF CHICAGO

~~Drawing Sheet CSK-01 dated 02.21.08~~
~~Drawing Sheet ASK-01 dated 02.21.08~~
~~Drawing Sheet ASK-02 dated 02.21.08~~
~~Drawing Sheets ASK-03 (3 pages) dated 02.21.08~~
~~Drawing Sheet ASK-04 dated 02.21.08~~
~~Drawing Sheet MSK-01 dated 02.21.08~~
~~Drawing Sheet MSK-02 dated 02.21.08~~
~~Drawing Sheet MSK-03 dated 02.21.08~~
~~Drawing Sheet SP-3 dated 02.21.08~~
~~Drawing Sheet C6.0 dated 02.21.08~~
~~Drawing Sheet L1.1 dated 02.21.08~~
~~Drawing Sheet L1.4 dated 02.21.08~~
~~Drawing Sheet AS.2 dated 02.21.08~~
~~Drawing Sheet A1.2A dated 02.21.08~~
~~Drawing Sheet A1.3A dated 02.21.08~~
~~Drawing Sheet A3.5 dated 02.21.08~~
~~Drawing Sheet A14.1 dated 02.21.08~~
~~Drawing Sheet S1.2A dated 02.21.08~~
~~Drawing Sheet S1.2B dated 02.21.08~~
~~Drawing Sheet S1.3A dated 02.21.08 20~~
~~Drawing Sheet S1.3B dated 02.21.08~~
~~Drawing Sheet M1.1A dated 02.21.08~~
~~Drawing Sheet M1.2A dated 02.21.08~~
~~Drawing Sheet M1.3A dated 02.21.08~~
~~Drawing Sheet M2.1A dated 02.21.08~~
~~Drawing Sheet M2.2A dated 02.21.08~~
~~Drawing Sheet M2.3A dated 02.21.08~~
~~Drawing Sheet M7.1 dated 02.21.08~~
~~Drawing Sheet P0.1 dated 02.21.08~~
~~Drawing Sheet PU1.1A dated 02.21.08 30~~
~~Drawing Sheet P1.1A dated 02.21.08~~
~~Drawing Sheet P1.1B dated 02.21.08~~
~~Drawing Sheet P1.2A dated 02.21.08~~
~~Drawing Sheet P1.3A dated 02.21.08~~
~~Drawing Sheet P1.3B dated 02.21.08~~
~~Drawing Sheet FP1.1A dated 02.21.08~~
~~Drawing Sheet FP1.2A dated 02.21.08~~
~~Drawing Sheet FP1.3A dated 02.21.08~~
~~Drawing Sheet E4.1A dated 02.21.08~~
~~Drawing Sheet E4.1B dated 02.21.08 40~~
~~Drawing Sheet E5.1 dated 02.21.08~~
~~Drawing Sheet E6.5 dated 02.21.08~~
~~Drawing Sheet E8.1A dated 02.21.08~~
~~Drawing Sheet E8.1B dated 02.21.08~~
~~Drawing Sheet E8.2A dated 02.21.08~~
~~Drawing Sheet E8.2B dated 02.21.08~~
~~Drawing Sheet E8.3A dated 02.21.08~~
~~Drawing Sheet E8.3B dated 02.21.08~~
~~Drawing Sheet EM4.1 dated 02.21.08 49~~

END OF ADDENDUM NO.2

PUBLIC BUILDING COMMISSION OF CHICAGO

**ADDENDUM NO. 3 TO CONTRACT NO. 1465
FOR**

**Mark T. Skinner Elementary School
For
New Construction**

DATE: February 27, 2008

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

DRAWINGS:

Change 1: Sheet SP.2

In the area identified as Parcel 2 on Sheet SP.1 (south of the alley and north of Adams Street), revise the demolition scope of work indicated within the property line (as identified on Sheet AS.1) to be "Not In Contract", including the following:

1. The removal of the 18'-0" width x 4'-0" depth of existing brick foundation wall.
2. The disconnection of electric at light poles, the removal of underground electric to light poles, and the removal of existing light poles and light pole foundations.
3. The removal of existing gravel, concrete slab construction (at surface and below existing grade elevation), bituminous paving, curbs, trees, bushes, light poles, underground conduit and service, manholes, catch basins and piping to property line.
4. The plugging/capping of the end of existing pipe.
5. The removal of existing fence and gates along Adams Street.

The existing chain link construction fence along Adams Street will remain. The Parcel 2 area will be backfilled with CA-6 (work NIC and to be done by others) to the elevations indicated on Sheet SP.3, dated 02.21.08, with Delta #3, Addendum #2.

QUESTIONS AND ANSWERS:

Question 1: The risers are not shown on the drawings. Please clarify.


Answer 1: The gas riser is shown on Sheet M4.4, detail 2. The sanitary riser is shown on Sheet P4.1, detail 1. The water riser is shown on Sheet P4.2, detail 1.

Question 2: The drawing M2.1A shows the layout does not match the layout on the overall drawing on the first floor on drawing M2.1. Please clarify.

Answer 2: See Addendum #2 revised sheet M2.1A dated 02.21.08, with Delta #3, Addendum #2.

PUBLIC BUILDING COMMISSION OF CHICAGO

Question 3: Book 2A - Section 01400 - Quality Control Procedures - Part 1 - General - 1.3 Submittals Article A.1.e. - last sentence "The QR and those individuals responsible for cost, construction, schedule, or production should not be the same individual." Is the PBC indirectly stating that it is a contract requirement to have a dedicated full time Quality Control Representative in the field for the life of the project whose only duties are Quality Control?

Answer  No. The presence of the Quality Representative and his independent staff must be adequate to perform their duties in order to ensure compliance of all work performed by the Contractor's own staff or by the Subcontractor's.

END OF ADDENDUM NO.3