Contractor: Leopardo Companies, Inc.

Contact Name: Michael W. Behm, AIA

Address: 5200 Prairie Stone Parkway

City/State/Zip: Hoffman Estates, IL, 60192

Phone Number: 847-783-3212

Fax Number: 847-783-3213

TO BE EXECUTED IN DUPLICATE

BOOK 1:

PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS

CONTRACT NO. 1493

VALLEY FORGE PARK AND FIELDHOUSE 7001 W. 59TH STREET NEW CONSTRUCTION PROJECT #11050

PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Richard M. Daley Chairman

Erin Lavin Cabonargi 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: Book1 "Project Information, Instructions To Bidders, and Execution Documents;" Book 2 "Standard Terms and Conditions for Construction Contracts with Hiring Requirements" Book 2A "Standard Terms and Conditions Procedures Manual;" and Book 3 "Technical Specifications" and the Drawings.

AUGUST 2009

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- 2. Insurance Requirements
- 3. Community Area Map

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I. INTRODUCTION

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

This is the first page of text of Book 1, which along with Book 2, Book 2A, Book 3, and the project drawings, comprise the PBC's construction contract. The balance of this Book 1 provides a brief description of the project, instructions for completing and submitting your bid, the bid pages, and the forms which must accompany your bid. Book 2 is the Standard Terms and Conditions of the contract. Book 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.

II. PROJECT INFORMATION

A. General Information

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

VALLEY FORGE PARK AND FIELDHOUSE 7001 W. 59TH STREET NEW CONSTRUCTION PROJECT #11050

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 and drawings, an approximately 10,000 SF fieldhouse with a Gymnasium and activity rooms constructed of steel frame and exterior masonry bearing walls and includes site development of landscape, utilities and a parking lot.
 - 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.
- Construction Budget: \$3,800,000.00 (excluding Allowances and Commission's Contingency Funds).
- 4. User Agency: Chicago Park District
- 5. Project is located in Ward: 23rd
- For purposes of the project community hiring requirement "Residents of the project community" shall mean persons domiciled within the Garfield Ridge and Clearing Community Areas as designated on Exhibit# 3 Community Area Map.

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- Requests for Information: send to Public Building Commission of Chicago, Attn: Janice Meeks, Senior Contract Officer by (email) <u>janicemeeks@cityofchicago.org</u> or (fax) 312-744-3572
- 8. Documents Available at: The Blue Print Shoppe, 5130 N. Elston Avenue, Chicago, IL 60630, attn: Kevin Girard, tel: 773-545-0308
- 9. Online Construction Documents Available at: http://www.pbcchicagoplanroom.com
- Pre-Bid Meeting Date, Time, and Location: Wednesday, August 12, 2009, at 10:00AM in the 2nd Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602
- 11. *Mandatory Technical Review Meeting for invited Pre-qualified Bidders: Wednesday, August 19, 2009 at 10:00AM, in room CL115

*NOTE: Only Pre-qualified Bidders who attend the Technical Review will be eligible to bid.

- 12. Bid Opening Date and Time: Thursday, September 3, 2009at 2:00PM
- 13. Amount of Bid Deposit: 5% amount of bid
- 14. Amount of Commission's Contingency Fund: \$125,000.00
- 15. Document Deposit: N/A
- 16. Cost for Additional Documents (per set): At the Contractor's own expense.
- 17. MBE/WBE Contract Goals: 24% MBE and 4% WBE
- 18. Source of Funding: Chicago Park District, City of Chicago, and State of Illinois

B. Time of Completion

Substantial Completion of the Work must be achieved no later than (365) Days after the Notice to Proceed.

C. Commission's Contingency Fund

- 1. The Commission's Contingency Fund for this project is: \$125,000.00
- 2. 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) 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 agrees that the Work must be executed regularly and diligently to ensure completion within the time specified in Paragraph B above. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time specified, or any

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proper extension 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	\$2,500.00 per Day

not as a penalty but as liquidated damages for the breach of contract occurring each and every Day that the Contractor after the time stipulated in the Contract for completing the Work.

- The Commission may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request.
- 3. Substantial Completion of the Work is defined in Book 2, Section 1.01.30.

F. Prevailing Wage Rates

1. Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are attached to Book 1 as Exhibit 1. One resource for determining the current prevailing wage rate is the Internet site www.state.il.us/agency/idol/CM/countym.htm maintained by the State of Illinois Department of labor.

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III. INSTRUCTIONS FOR BIDDERS

A. Examination of Documents By Bidder

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

B. Interpretations of Addenda

The Commission will not furnish oral interpretations of Contract Documents, before or subsequent to the award of a contract. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the PBC, attn: Janice Meeks, Senior Contract Officer, email; janicemeeks@cityofchicaqo.org or by fax 312-744-3572. Every interpretation or revision will be in the form of an addendum to the Contract Documents and, when issued, will be on file in the office of the Commission. Although all addenda will be faxed, e-mailed, or mailed to each Bidder obtaining Contract Documents, it shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto 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 previously issued Request for Qualifications (RFQ) to approve the qualifications of firms to perform work on the Project. Responses to the RFQ were evaluated by the Commission on the basis of the criteria set forth in the RFQ. Notice of pre-qualification has been provided by the Commission to all firms "pre-qualified," and only firms that have received notification of pre-qualification are eligible to bid on this Contract. Pre-qualified firms are eligible to bid either as the entity that was pre-qualified or as a joint venture with another firm, provided that the pre-qualified firm has a controlling interest in the joint venture.
- 2. The Commission reserves the right to take such steps as it deems necessary to determine the continuing qualifications of the Bidder to adequately perform the requirements of the Contract, and the Bidder shall furnish to the Commission all information and data requested for this purpose. Failure of the Bidder to cooperate with the Commission in its investigation or submit any additional documents requested by the Commission shall be grounds for disqualification.

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E. Evidence of Continuing Qualifications of Bidder

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

F. Preparation of Bid

- Two (2) copies of Project Information, Instructions, and Execution Documents (Book 1) shall be prepared with original signatures and notarizations wherever required.
- 2. All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.
- 3. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies of Book 1 submitted.
- 4. When required by the Contract Documents, the Bidder may attach supporting documentation or additional information to the back of the form to which it refers.
- 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. Basis of Award (Award Criteria)
 - d. Unit Prices
 - e. Affidavit of Non-collusion
 - f. Schedule B Joint Venture Affidavit with supporting documentation (if applicable)
 - g. Schedule D Affidavit of General Contractor Regarding MBE/WBE Participation
 - h. Schedule E Request for Waiver from MBE/WBE Participation (if applicable)
 - i. Affidavit of Uncompleted Work
- Current versions of the following documents shall be on file at the Commission at the time of bid opening:

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- a. Financial Statement
- b. Disclosure Affidavit
- Statement of Bidder's Qualifications
- 8. The apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

G. Bid Deposit:

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

H. Bidder's Execution of Bid

- 1. The Bidder must execute the Bid in two (2) original counterparts.
- Bids must be submitted with original signatures in the space provided on the appropriate Part II.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.
- 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).

I. 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.

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J. MBE and WBE Commitments

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

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

K. Local Business Subcontracting Participation and Community Hiring

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

- 1. Local Subcontracting Requirement
 - General contractors that are Local Businesses (as defined below) are required to award 25% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
 - b. General contractors that are <u>not</u> Local Businesses are required to award 35% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
- 2. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for Non-City-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple municipalities, such as the Metropolitan Water Reclamation District, "Local Business" shall be defined in the bid documents for that project. The source of funding for the project is identified in Section II.A.18 above.
- 3. Community Residents Requirements. At least 7.5% of the project labor must be performed by residents of the community in which the project is located. The project community is identified in Section II.A.6 above. The Contractor also agrees that 7.5% of the aggregated hours of Work to be performed by the Contractor and Site Work subcontractors under this Contract will be performed by "residents of the project community."
 - a. Five percent (5.0%) of the 7.5% community hiring goal on this project may be complied with through the hiring of existing construction trade employees of the contractors who are residents of the project community, as well as hiring residents of the project community who are construction trade workers as new hires.

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b. Two and one-half percent (2.5%) of the 7.5% community hiring goal on this Project are to be new hires and may be complied with through the hiring of interested residents of the project community within the construction trades, as well as in jobsite support positions such as security, data entry clerks, timekeepers, etc.

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.

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 then 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

 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.

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- Bids received prior to the advertised hour of opening will be securely kept by the Commission.
- Written modifications of bids will be considered only if received prior to the time stated for receipt of Proposals. Such modifications must be submitted in a sealed envelope and marked in the same manner as a bid. IN ADDITION, the envelope must state "BID MODIFICATIONS TO SEALED PROPOSAL" on the lower left-hand corner of the envelope in which the bid modification is enclosed, so that the modification will be recognized to prevent its being opened prior to scheduled public opening of bids. Telephonic or oral modifications will not be considered. Bidders are cautioned that modifications which are not explicit and which are in any sense subject to misinterpretation shall make the bid so modified or amended subject to rejection.

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

- 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

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. 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

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performance bonds, a letter from the Bidder's surety affirming the surety's willingness to provide the Bidder's bonds is sufficient. With respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.

- 2. The 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) <u>Insurance To Be Provided By the Contractor</u>
 The insurance requirements are attached as Exhibit 2.
 - 3. 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.
 - 4. 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.
 - 5. 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 readvertising, 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.

X. 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 filled five (5) days before the bid opening date, a pre-award protest must be filled no later than ten (10) days after the bid opening date, and a post-award protest must be filled no later than ten (10) days after the award of the Contract.

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 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.

Y. 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.

Z. Award Of Contract; Rejection Of Bids

- The Contract will be awarded to the responsive, responsible Bidder submitting the lowest Award Criteria Figure, as defined herein, complying with all conditions set forth in the Contract Documents.
- 2. The Bidder agrees that its bid shall be in effect until midnight, <u>Tuesday</u>, <u>September 15, 2009</u> and that the bid may not be withdrawn until that time.
- 3. The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
- 4. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned 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.
- Upon award of Contract, the Commission will process the Contract for final execution.
- 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.

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IV. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1493, 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)

Addendum No. 1 8/28/09, Addenda No. 2 9/3/09

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.

Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

BID FORM

AMOUNT		
Work	\$ 3,6,4,318	
Site Work Allowance	\$120,000.00	
Commission's Contingency Fund	\$125,000.00	
TOTAL BASE BID	\$ 3,859,318	

AWARD CRITERIA FIGURE

(See Section V. Proposal Support Document, line 15 of Award Criteria Figure):

\$ 3,712,664

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

Continental Casualty Company

333 E. Butterfield Road, Suite 810

Lombard, IL 60418

Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

SITE WORK ALLOWANCE

li a	SITE WORK ALLOWAN	ICE	
Item No.	Description of Work	Unit(s)	Unit Price
1	Loading, transportation and disposal of stockpiled contaminated soil	Tons	\$35.0
2	Excavation, loading, transportation and disposal of contaminated soil	Tons	\$45.0
3	Loading, transportation and disposal of stockpiled un-suitable soil	Tons	\$35.0
4	Excavation, loading, transportation and disposal of in-place un-suitable soil	Tons	\$45.0
5	Load, place and compact on-site fill material from stockpile	Cubic Yards	\$7.0
6	Excavate, load, place and compact on-site fill material	Cubic Yards	\$11.0
7	Demolition, removal, transportation and disposal of underground concrete footings and remnants.	Cubic Yards	\$30.0
8	UST Removal (Tank < 2000 gal capacity)	Each	\$3,000.0
9	UST Removal (Tank 3,000-5,500 gal capacity)	Each	\$5,000.0
10	UST Removal (Tank 6,000-10,000 gal capacity)	Each	\$8,000.0
11	UST Removal (Tank > 10,000-15,000 gal capacity)	Each	\$9,000.0
12	UST Removal (Tank > 15,000 gal capacity)	Each	\$12,000.0
13	UST tank sludge removal and disposal (55- gallon drum)	Drums	\$300.00
14	Bulk UST pump out (Liquids), including transportation	Gallons	\$0.60
15	Waste characterization sample analysis for disposal authorization for soils removed under Allowance Schedule	Sample	\$1,500.00
16	Water analysis for full MWRDGC contaminants List	Each	\$750.00
17	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid	Each	\$1,200.00
18	Contaminated water-hauling and disposal of drums	Drums	\$200.00
19	Pumping, transportation and disposal of contaminated water - bulk disposal	Gallons	\$0.60
20	Pumping, storage and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	\$0.10
21	Furnish, place and compact base material CA-1 Stone	Ton	\$16.00
22	Load on-site base materials, place and compact CA-1 Stone	Cubic Yards	\$8.00
23	Furnish, place and compact aggregate material CA-6	Ton	\$16.00
24	Excavate, place and compact on-site aggregate material CA-6	Cubic Yards	\$12.00

Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

25	Furnish, place and compact drainage material CA-7	Tons	\$16.00
26 Excavate, place and compact on-site drainage material CA-7		Cubic Yards	\$12.00
27	Furnish and place geotextile filter fabric	Square Yard	\$7.00
28	Site Survey - Survey crew for verification of excavation and backfill quantities	Each	\$1,500.00
29	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	\$165.00
30	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	\$220.00

Total Allowance Fund = \$120,000.00

NOTES:

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

Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

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 CHIC	CAGO Ruhard Maley Denairman
CONTRACTING PARTY (Print or type names underneath all signature	es)
Contractor Name	Address
If a Corporation:	\ni
By Richard S Mathioda	President
- ATTEST:	Title of Signatory
By SJohn D. Ward fr.	Acting <u>Secretary</u>
CORPORATE SEAL	Title
Ka Partnership:	
Partner	Address
Partner	Address
Partner	Add
	Address
If a Sole Proprietorship:	
Signature	
NOTARY PUBLIC County of Kane State of Subscribed and sworn to before me on this Notary Public Signature Commission Expires: ////20/0	day of September, 2009. (SEAL) OFFICIAL SEAL MICHELE L. RETONDO MY COMMISSION EXPIRES 11/1/2010

PUBLIC BUILDING COMMISSION OF CHICAGO Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

C. Corporate Resolution (if a Corporation)

I, the undersigned, DO HE	REBY CERTIFY that the following is a complete, true and correct copy			
of certain preambles and resolutions of the board of directors of				
Leopardo Companies, Inc.				
a corporation duly o	rganized and existing under the laws of the State of			
resolutions were duly	and authorized to do business in the State of Illinois, which adopted at a duly called meeting of said board held on			
September 30	adopted at a duly called meeting of said board held on			
of said meeting: that I am	, 20_08, a quorum being present, and are set forth in the minutes the keeper of the corporate seal and of the minutes and records of said			
corporation; and that the s	said resolutions have not been rescinded or modified:			
WHEREAS, this corporation	on submitted a bid, dated <u>September 3rd</u> , 20 <u>09</u> to the			
Public Building Commissio	n of Chicago, for Contract No. <u>1493</u> of said Commission;			
NOW, THEREFORE, BE I	T RESOLVED: That the president or vice president and the secretary			
or assistant secretary of t	his corporation be, and they are hereby, authorized and directed to			
execute contracts for and c	on behalf of and under the name and seal of this corporation; and			
BE IT FURTHER RESOLV	/ED: That the aforesaid officers of this corporation be, and they are			
nereby, authorized and dir	ected to execute and deliver to the Commission, for and on hebalf of			
this corporation, such other	er 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:	Richard S. Mattioda			
Vice President:	Michael W. Behm, AIA			
Secretary:	Sal T. Leopardo			
Treasurer:	Sal T. Leopardo			
Assistant Secretary: Acting	John D. Ward, Jr.			
IN WHINESS WHEREOF,	I have hereunto subscribed my name and affixed the seal of said			
cocphration, this 03	day of September, 2009.			
JAM J				
Secretary John D. Wa	rd Jr.			
S Joi				
marie to the second second				

Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

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 truck drivers. Watchmen and custodial workers are not creditable in the formula.

	2.	Award Criteria Formula	
Line 1.		Base Bid, in figures	3,859,318
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)	0.5
Line 3.		Multiply Line 2 by Line 1 by 0.04	77,186
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)	0.4
Line 5.		Multiply Line 4 by Line 1 by 0.03	46,312
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)	0.5
Line 7.		Multiply Line 6 by Line 1 by 0.01	19,297
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)	Ð

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VALLEY FORGE PARK AND FIELDHOUSE

Line 9.	Multiply Line 8 by Line 1 by 0.04	
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	0
Line 11.	Multiply Line 10 by Line 1 by 0.03	<u> </u>
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)	6,1
Line 13.	Multiply Line 12 by Line 1 by 0.01	3,859
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	146,654
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	3 712,664
Award Cri	teria Figure (Insert Line 15 of Award Criteria Formula) \$ 2	717 / 64

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 stated in Section II.A.6., above.

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

4. Liquidated Damages

The Contractor hereby consents and agrees that, in the event that it fails to comply with each of the minimum commitments submitted with this Proposal on Lines 2, 4, 6, 8, 10, and 12 of the Award Criteria 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,

Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

then a net deficiency of the entire percentage assigned will be deemed to exist. For any net deficiency in each category, the following amounts shall be deducted as liquidated damages from monies due the Contractor and the Contract Sum modified accordingly:

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

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.

For each full one (1%) percent deficiency of minority apprentices not utilized

 three cents per hundred dollars of the base bid calculated as follows:

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.

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

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

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VALLEY FORGE PARK AND FIELDHOUSE

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

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

Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

Major Trades 6.

Asbestos Workers **Boiler Makers** Bricklavers Carpenters Cement Masons Electricians **Elevator Construction**

Glaziers

Mechanists Machinery Movers Ornamental Iron Workers Lathers

Operating Engineers

Painters

Pile Driver Mechanics Pipe Fitters/Steam Fitters

Plasterers Plumbers Roofers

Sheet Metal Workers Sprinkler Fitters

Steel Fabricators (in shop or on-site)

Technical Engineers

Tuck Pointers

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

Trade Participation - For Information Only 7.

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.

	IKADE	PART	ICIPATION	
_				

PERCENT OF MINORITY

30%
35%
25%
25%
15%
25%
10%
30%
40%
30%
35%
35%
35%

Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Non-collusion		
STATE OF ILLINOIS }		
COUNTY OF COOK }		
Richard S. Mattioda, being first duly sworn, deposes and		
says that:		
(1) He/She is President		
(Owner, Partner, Officer, Representative or Agent) of		
the Bidder that has submitted the attached Bid;		
(2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;		
(3) Such Bid is genuine and is not a collusive or sham bid;		
(4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and		
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.		
The Bidder is not barred from bidding as a result of having violated <i>Illinois Criminal Code</i> , ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the <i>Prevailing Wage Act</i> , 30 ILCS 570/0.01 through 570/7.		
Matter States		
Signed Richard S. Mattioda		
Title) President Subscribed and sworn to before me this 31d day of September 20 09 Michele L. Retorito H. Coordinator Title)		
Title) My Commission expires: ////20/0 MICHELE L. RETONDO NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11/1/2010		

Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

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.

١.	Nar	me of joint venture			
2.	Add	dress of joint venture			
3.	Pho	one number of joint venture			
4.	lde	Identify the firms that comprise the joint venture			
	Α.	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.)			
	В.	Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.			
5.	Na:	ture of joint venture's business			
6.	Pro	ovide a copy of the joint venture agreement.			
7.		nership: What percentage of the joint venture is claimed to be owned by MBE/WBE?			
8.	Sp	ecify as to:			
	A.	Profit and loss sharing%			
	₿.	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.			

Contract No.1493
VALLEY FORGE PARK AND FIELDHOUSE

SCHEDULE B - Joint Venture Affidavit (2 of 3)

	-	Financial decisions
В		Management decisions such as:
	1)	Estimating
	2)	Marketing and Sales
	3)	Hiring and firing of management personnel
	4)	Other
. (Э.	Purchasing of major items or supplies
t	Э.	Supervision of field operations
E. Supervision of office personnel		Supervision of office personnel
f	Ξ.	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. 1		ase state any material facts of additional information pertinent to the control and structure his joint venture.

AUGUST 2009

Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

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

Contract No.1493
VALLEY FORGE PARK AND FIELDHOUSE

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

Name of Project: VALLEY FC	ORGE PARK AND	FIELDHOUSE	
Project Number: PBC# 1105	50		
FROM:	,		
		MBE	WBE
(Name of MBE or WBE)			
TO:	•		
	an	d Public Building	Commission of Chicago
(Name of General Bidder)			
The undersigned intends to pe (check one):	erform work in con	nection with the	above-referenced project a
a Sole	Proprietor		a Corporation
a Partr	nership		a Joint Venture
The MBE/WBE status of the udated	indersigned is con In addi VBE firm, a Schedu	firmed by the at tion, in the case lle B, Joint Ventui	tached Letter of Certification where the undersigned is re Affidavit, is provided.
The undersigned is prepared to described goods in connection v			rvices or supply the followin
The above-described services of as stipulated in the Contract Do		d for the following	g price, with terms of payme

Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

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 par subcontract dollar amount:	rtial pay items, specifically describe the work and	
- The state of the		
If more space is needed to fully describe t payment schedule, attach additional sheet(s	he MBE/WBE firm's proposed scope of work and/or).	
% of the dollar value of the ME contractors.	/WBE subcontract will be sublet to non-MBE/WBE	
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:		
Name of MBE/WBE Firm (Print)	Signature	
Date	Name (Print)	
Phone	-	
IF APPLICABLE: By:		
Joint Venture Partner (Print)	Signature	
Date	Name (Print)	
Phone	MBE WBE Non-MBE/WBE	

Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

Name of Project: VALLEY FORGE PARK AND FIELDHOUSE
Project Number: PBC# 11050
FROM: FULLERTON INDUSTRIAL SUPPLY MBE WEE
(Name of MBE or WBE)
TO:
Leopardo Companies, 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 Proprietora Corporation
a Partnership a Joint Venture
The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 6-15-09 to 6-1-10. 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 SUPPLIES
The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.
\$82,400.00

Contract No.1493
VALLEY FORGE PARK AND FIELDHOUSE

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

For any of the above items that are partial subcontract dollar amount:	pay items, specifically describe the work and
payment schedule, attach additional sheet(s). SUBSUBCONTRACTING LEVELS % of the dollar value of the MBE/WE contractors. % of the dollar value of the MBE/WE contractors. If MBE/WBE subcontractor will not be sub-su Schedule, a zero (0) must be filled in each blant the MBE/WBE subcontractor's scope of work with the work to be sublet must be provided. The undersigned will enter into a formal agreer conditioned upon its execution of a contract with will do so within five (5) working days of recommission. By: FULLERTON IN DUSTRIAL SUPPLY Name of MBE/WBE Firm (Print) Output Date 7 3 - 5 2 5 - 3 0 0 3 Phone IF APPLICABLE: By:	MBE/WBE firm's proposed scope of work and/or BE subcontract will be sublet to non-MBE/WBE abcontract will be sublet to MBE/WBE abcontracting any of the work described in this k above. If more than 10% percent of the value of ill be sublet, a brief explanation and description of ment for the above work with the General Bidder in the Public Building Commission of Chicago, and excelpt of a notice of Contract award from the Signature LAUREN BELLAGAMBA Name (Print)
Joint Venture Partner (Print)	Signature
Date Phone	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

June 15, 2009

Lauren Bellagamba, President Fullerton industrial Supply, Inc. 1456 West Fullerton Chicago, Illinois 60614

Annual Certificate Expires: Vendor Number:

June 1, 2010 51469027

Dear Ms. Bellagamba:

Congratulations on your continued eligibility for certification as a **MBE/WBE** by the City of Chicago. This **MBE/WBE** 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, 2010.**

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:

Distributor of Industrial Supplies and Equipment

(Including Janitorial Supplies, Plumbing Supplies, Electrical Supplies, Fasteners, Welding Supplies, Safety Supplies, Abrasives, Hand Tools, Power Tools, Pressing Tools, Utility Locating Equipment, Drain Cleaning & Diagnostic Equipment Measuring Tools, Paint, Wire Rope Clips, Hooks, Shackles, Hardware Supplies, Filters, Poly Bags, Heating Ventilation and Air-Conditioning (HVAC) Supplies

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,

Mark Hands

Managing Deputy Procurement Officer

MH/cc





Contract No.1493
VALLEY FORGE PARK AND FIELDHOUSE

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

Name of Project: VALLEY FORGE PARK AND FIELD HOUSE
Project Number: 1493
FROM:
ARC UNDERGROUND TNC MBE WBE (Name of MBE or WBE)
TO: <u>eopardo Construction</u> 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 Partnershipa Joint Venture
The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 12-1-09. 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.
Sewar & WAter
The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.
\$117,000.00

Contract No.1493
VALLEY FORGE PARK AND FIELDHOUSE

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 subcontract dollar amount:	al pay items, specifically describe the work and
If more space is needed to fully describe the payment schedule, attach additional sheet(s).	MBE/WBE firm's proposed scope of work and/or
contractors. % of the dollar value of the MBE contractors. If MBE/WBE subcontractor will not be subschedule, a zero (0) must be filled in each blar the MBE/WBE subcontractor's scope of work with the work to be sublet must be provided. The undersigned will enter into a formal agree conditioned upon its execution of a contract will enter the matter of the matter	/BE subcontract will be sublet to non-MBE/WBE //WBE subcontract will be sublet to MBE/WBE subcontracting any of the work described in this nk above. If more than 10% percent of the value of will be sublet, a brief explanation and description of ement for the above work with the General Bidder, the Public Building Commission of Chicago, and
By:	receipt of a notice of Contract award from the
HRC UNDER GROUND INC. Name of MBE/WBE Firm (Print)	Signature CHRISTINE M. SAVOLA
Date 773 235 4(A8 Phone	Name (Print)
IF APPLICABLE: By:	
Joint Venture Partner (Print)	Signature
Date	Name (Print) MBE WBE Non-MBE/WBE
Phone	



City of Chicago Richard M. Daley, Mayor

Department of **Procurement Services**

Montel M. Gavles Chief Procurement Officer

City Hall, Room 403 121 North LaSalle Street Chicago, Illinois 60602 (312) 744-4900 (312) 744-2949 (TTY) http://www.cityefchicago.org January 22, 2009

Christine M. Savoia, President Arc Underground, Inc. 2114 West Thomas Street Chicago, IL 60622

> **Annual Certificate Expires:** Vendor Number:

December 1, 2009 1056840

Dear Ms. Savoia:

Congratulations on your continued eligibility for certification as a WBE by the City of Chicago. This WBE certification is valid until December 2011; however your firm must be re-validated annually. Your firm's next annual validation is required by December 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 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 Comperate 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 falls 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:

Sewer and Drain Contractor; Miscellaneous Concrete (Exclusively of Public Walkways) Site Utilities; Excavation

Your firm's participation on City contracts will be credited only toward WSE 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.

Managing Deputy Procurement Officer

MH/mck



Contract No.1493
VALLEY FORGE PARK AND FIELDHOUSE

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

and and	material Supplier (1 of 2)
Name of Project: VALLEY FORGE PARK AND FIE	
Project Number: PBC# 11050	LOHOUSE
FROM:	
Pan-Oceanic Eng. Co., Inc.	MBE_XWBE
TO:	
Leopardo Companies, Inc. and Public (Name of General Bidder)	c Building Commission of Chicago
The undersigned intends to perform work in connection (check one):	
a Sole Proprietor	X a Corporation
a Partnornhim	a Joint Venture
The MBE/WBE status of the undersigned is confirmed by dated March 13, 2009. In addition, in the Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint The undersigned is prepared to provide the following described goods in connection with the above-named project.	by the attached Letter of Certification the case where the undersigned is a nt Venture Affidavit, is provided.
projection with the above-tiamed projection	ct.
Site Furnishing	s
(Benches and Bike F	Racks)
The above-described services or goods are offered for the fact that the contract Documents.	following price, with terms of payment
\$13,920.00	

PUBLIC BUILDING COMMISSION OF CHICAGO Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

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 par subcontract dollar amount:	tial pay items, specifically describe the work and
If more space is needed to fully describe to payment schedule, attach additional sheet(s)	he MBE/WBE firm's proposed scope of work and/or).
SUB-SUBCONTRACTING LEVELS	WBE subcontract will be sublet to non-MBEWBE
contractors.	MADE SUDCHINSCE AND DE SUDIEIE TO HOU-MIDENARE
0 % of the dollar value of the MI contractors.	BE/WBE subcontract will be sublet to MBE/WBE
Schedule, a zero (0) must be filled in each b	b-subcontracting any of the work described in this lank above. If more than 10% percent of the value of k will be sublet, a brief explanation and description of
The undersigned will enter into a formal agreement upon its execution of a contract will do so within five (5) working days of	reement for the above work with the General Bidder, with the Public Building Commission of Chicago, and of receipt of a notice of Contract award from the
Commission.	• 1
By: Gulzar Singh	an X
Name of MBE/WBE Firm (Print) 09.03.09	Signature Gulzar Sirngh
Date 773.601.8408	Name (Print)
Phone	-
IF APPLICABLE:	
Ву:	
Joint Venture Partner (Print)	Signature
Date	Name (Print)
Phone	MBE WBE Non-MBEWBE



City of Chicago Richard M. Daley, Mayor

Department of Procurement Services

Montel M. Gayles Unief Procurement Officer

City Hall, Room 403 121 North LaSalle Street Clocago, Illinois 60602 (312) 744-4900 (312) 744-2949 CTV) http://www.cityolchicago.org March 13, 2009

Gulzar Singh Pan-Oceanic Engineering Company, Inc. 11509 S. Elizabeth Street Chicago, IL 60643

Annual Certificate Expires: Vendor Number:

April 1, 2010 1063951

Dear Mr. Singh:

We are pleased to inform you that Pan-Oceanic Engineering Company, Inc. has been certified as a Minority Owned Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until April 1, 2012; however your firm must be re-validated annually. Your firm's next annual validation is required by April 1, 2010.

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:

General Contractor; Excavation and Sewer Contractor; Asphalt and Concrete Paving; Demolition; Ornamental Fencing; Site Utilities; Landscaping, Building Work, and Bridge Work

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.

Mark Hands

Managing Deputy Procurement Officer

MH/bc

Expansion Granted: Landscaping, Building Work, and Bridge Work

IL UCP HOST: METRA







Contract No.1493
VALLEY FORGE PARK AND FIELDHOUSE

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

Name of Project: Valley Forge Park and Fieldhouse
Project Number: 1050
FROM:
(Name of MBE or WBE) WBE WBE WBE
TO:
Midwest Masony, Inc. and Public Building Commission of Chicago (Name of General Bidder)
The undersigned intends to perform work in connection with the above-referenced project (check one):
a Sole Proprietor a Corporation
a Partnershipa Joint Venture
The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification dated Letter of Certification and the case where the undersigned is 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 followin described goods in connection with the above-named project.
MASONRY SUPPLIER
The above-described services or goods are offered for the following price, with terms of payments is stipulated in the Contract Documents.
#147,000

Contract No.1493
VALLEY FORGE PARK AND FIELDHOUSE

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

PARTIAL PAY ITEMS	
subcontract dollar amount:	al pay items, specifically describe the work and
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).	was proposed stope of Work and/or
SUB-SUBCONTRACTING LEVELS	
	VBE subcontract will be sublet to non-MBE/WBE
% of the dollar value of the MBE contractors.	E/WBE subcontract will be sublet to MBE/WBE
If MBE/WBE subcontractor will not be sub-	subcontracting any of the work described in this
This is a colo to must be talent at para als	nk above. If more than 10% percent of the value of will be sublet, a brief explanation and description of
onditioned upon its execution of a contract wi	ement for the above work with the General Bidder, ith the Public Building Commission of Chicago, and
will go so within tive (3) working days of	receipt of a notice of Contract award from the
Commission. By:	_
•	() 11 -1.
Name of MBE/WBE Firm (Print)	Carol Staits
PO-4-P	Signature
Date 757 -5455	Name (Print)
Phone	
IF APPLICABLE:	
By:	
Joint Venture Partner (Print)	Signature
<u> </u>	
Date	Name (Print)
Phone	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 September 1, 2009

Carol Garth, President **Garth Building Products & Services Corporation**2741 East 223rd Street

Chicago Heights, Illinois 60411

Annual Certificate Expires: Vendor Number:

December 1, 2009

1072203

Dear Ms. Garth:

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

Distributor of Construction Materials; Weather Proofing 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.

Mark Hands

Managing Deputy Procurement Officer

MH/cc





Contract No.1493
VALLEY FORGE PARK AND FIELDHOUSE

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

Name of Project: VALLEY FORGE PARK AND FIELDHOUSE
Project Number: 11050
FROM:
(Name of MBE or WBE) WBE WBE
TO: LEOPALDO COMPANIES TNL. 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 Partnershipa Joint Venture
The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification dated MAY_IS,2009 - JUNE I, 2010 _ . In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.
The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.
FURNISH, FABRICATE 4 ERECT STRUCT STEEL, MISC. STEEL, JOIST & DECK
The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. \$ 300,000 ==

Contract No.1493
VALLEY FORGE PARK AND FIELDHOUSE

SCHEDULE C - Letter of Intent from MBE/WBE To Perform As

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

For any of the above items that are partia subcontract dollar amount:	I pay items, specifically describe the work and
If more space is needed to fully describe the payment schedule, attach additional sheet(s).	MBE/WBE firm's proposed scope of work and/or
contractors.	BE subcontract will be sublet to non-MBE/WBE WBE subcontract will be sublet to MBE/WBE D) ubcontracting any of the work described in this k above. If more than 10% percent of the value of rill be sublet, a brief explanation and description of ment for the above work with the General Bidder, h the Public Building Commission of Chicago, and eccipt of a notice of Contract award from the
By:	
Name of MBENVBE Firm (Print) September 3, 2009	Signature NELSON (ARLOL PRESIDENT)
Date 713. 315. 9600 Phone	Name (Print)
IF APPLICABLE: By:	
Joint Venture Partner (Print)	Signature
Date	Name (Print) MBE WBE Non-MBE/WBE
Phone	



City of Chicago Richard M. Daley, Mayor

Department of Procurement Services

Montel M. Gayles Chief Procurement Officer

City Hall, Room 403 121 North LaSaile Street Chicago, Illinois 60602 (312) 744-4900 (312) 744-2949 (TTY) http://www.cityofchicago.org May 15, 2009

Nelson Carlo, President Carlo Steel Corporation d/b/a Alert Construction Co. 3100 E. 87th Street Chicago, Illinois 60617

Annual Certificate Expires: Vendor Number:

June 1, 2010 1036118

Dear Mr. Carlo:

Congratulations on your continued eligibility for certification as a MBE by the City of Chicago. This MBE certification is valid until June 2013; however your firm must be revalidated annually. Your firm's next annual validation is required by June 1, 2010.

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:

Structural Steel Fabrication and Erection; Steel Service Center; Construction Management Demolition

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,

Mark Hands

Managing Deputy Procurement Officer

MH/dm

IL UCP HOST: METRA





Contract No.1493
VALLEY FORGE PARK AND FIELDHOUSE

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

Name of	Project: VAUGY FOLGE BUKET	FIGUPHOUSE
Project N	umber PRC \$11050	
FROM:		
(Name of	EDULLAL TACOVELICAL, I	WBE
TO:		
Sepheral (Name of	General Bidder) and	Public Building Commission of Chicago
The unde	ersigned intends to perform work in conr ne):	nection with the above-referenced project as
	a Sole Proprietor	a Corporation
	a Partnership	a Joint Venture
The MBE dated __\lambda Joint Vent	WBE status of the undersigned is confi 15 99 . In additi ture with a non-MBE/WBE firm, a Schedule	rmed by the attached Letter of Certification, on, in the case where the undersigned is a B. Joint Venture Affidavit, is provided.
The unde		ng described services or supply the following
	REDICH CARPGUTTY	
The above as stipulat	e-described services or goods are offered ted in the Contract Documents.	for the following price, with terms of payment
	145,398.00	
4		

Contract No.1493
VALLEY FORGE PARK AND FIELDHOUSE

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 purposed to the subcontract dollar amount.	partial pay items, specifically describe the work
If more space is needed to fully describe payment schedule, attach additional sheet	e the MBE/WBE firm's proposed scope of work and
SUB-SUBCONTRACTING LEVELS	
contractors. O % of the dollar value of the MB	BE/WBE subcontract will be sublet to non-MBE/W
contractors.	MBE/WBE subcontract will be sublet to MBE/W
the MBE/WBE subcontractor's scope of wo	sub-subcontracting any of the work described in the blank above. If more than 10% percent of the value ork will be sublet, a brief explanation and description
The undersigned will enter into a formal accorditioned upon its execution of a section	greement for the above work with the General Bidd
will do so within five (5) working days Commission.	it with the Public Building Commission of Chicago, a of receipt of a notice of Contract award from t
By:	
Name of MBE/WBE Firm (Print)	Signature Signature
9 4 09 30 -451-7070	Name (Print)
Phone	
F APPLICABLE:	
By:	
oint Venture Partner (Print)	Signature
ate	
hone	Name (Print) 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.eityofchicago.org

January 15, 2009

Arthur Jimenez

Alliance Drywall and Acoustical d/b/a Alliance CMS

1080 Tower Lane

Bensenville, IL 60106

Annual Certificate Expires: Vendor Number:

February 1, 2010 52373021

vendor number.

Dear Mr. Jimenez:

We are pleased to inform you that Alliance Drywall and Acoustical d/b/a Alliance CMS has been certified as a Minority Business Enterprise (MBE) by the City of Chicago. Pursuant to City of Chicago MBE/WBE Rules and Regulations, this MBE certification is valid until February 1, 2014 based upon an agreement with the Chicago Minority Business Development Council (CMBDC); however your firm must be revalidated annually. Your firm's next annual validation is required by February 1, 2010.

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 the **CMBDC** or 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 improprieties.

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:

Drywall and Insulation Contractors (238310), Industrial Building Construction (236210), Commercial and Institutional Building Construction (236220)

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,

Mark J. Hands

Managing Deputy Procurement Officer





PUBLIC BUILDING COMMISSION OF CHICAGO Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

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

Name of Project: Valley Forge	+ FIGLD HOOSE
Project Number:	· · · · · · · · · · · · · · · · · · ·
FROM: ATA DAYWALL & TAPING ST <u>Albla MERIDIENNE COEPORAT</u> (Name of MBE or WBE)	WBE WBE
EDPARDO + Companies	and Public Building Commission of Chicago
•	k in connection with the above-referenced project as
a Sole Proprietor	a Corporation
a Partnership	a Joint Venture
The MBE/WBE status of the undersigned dated	d is confirmed by the attached Letter of Certification, In addition, in the case where the undersigned is a Schedule B, Joint Venture Affidavit, is provided.
	ne following described services or supply the following
FRAME, DAYWALL, TOPI	ng, printing
The above-described services or goods are	e offered for the following price, with terms of payment
as stipulated in the Contract Documents.	
\$ 103,750.00	<i>d</i>

Contract No.1493
VALLEY FORGE PARK AND FIELDHOUSE

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 By: ILA DAYWALL + TAPING SERVICES Ibla MEMOIGNNE CONFORMILEN Name of MBE/WBE Firm (Print) Signature 8/4/09 CHAUSZ Date Name (Print) 713-918-1900 Phone IF APPLICABLE: By: Joint Venture Partner (Print) Signature Date Name (Print)

MBE WBE

Non-MBE/WBE

Phone



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 September 15, 2008

Arturo Chavez, President A & A Drywall and Taping Services Inc. d/b/a Meridienne Corp. 1 1958 W. 59th Street Chicago, IL 60636

> **Annual Certificate Expires: Vendor Number:**

October 1, 2009

1072359

Dear Mr. Chavez:

We are pleased to inform you that A & A Drywall and Taping Services, Inc. d/b/a Meridienne Corp. has been certified as a Minority Owned Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until October 1, 2013; however your firm must be re-validated annually. Your firm's next annual validation is required by October 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:

Drywall and Insulation Contractor; Painting and Wall Covering Contractor

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.

Sincere

Deputy Procuit

LAL/is

OUBLIC BUILDING COMMISSION OF CHICAGO Centract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

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

Name of Project.	VALLEY	FORGE	PARK	8	PIELDA	tousE
Project Number.	11050	2)	Manage of the state of the stat			
FROM-						/
C/74 (Name of MBE or	OTTAGE	GROUP,	IN ME	}E	WEL-	
	With 1					
TO. <i>LEOPARDO</i> (Name of Genera	COMP FA	Wies, INC	: :and Public	Building (Commission o	of Chicago
The undersigned (check one):	intends to pe r	form work in (zannection z	with the :	above-refere	nced project as
. rra roomande real roots or s	a Sole F	roprietor			a Corpo	ration
N	a Partno	erahip		≥ Joint Venture		
The MBE/WBE s dated Joint Venture with	stacus of the un	idersigned is c In a BE firm, a Sche	o nfir med by dditi on , in ti xdule 3, Joir	the alta ne case i il Ventice	ched Letter where the ur Affidavii, Is r	of Certification, ndersigned is a provided.
The undersigned described goods	is propered to in consection w	provide the follith the above-n	lowing desc amed project -URIVISH	riberi sen	NSTALL	bly the following
The above-descri	bed services or e Contract Doci	goods are offerments	ered for the f	Ollowing	price, with te	rms of payment
A STATE OF THE STA	Water Annual Annual Agence	ATTS GET AND PROPERTY OF THE STREET		OR THE RESERVE	A THE TOTAL STREET, AND A STREET, AND ASSESSMENT OF THE	ских тем. (1964) Вина Зап системванирова докумен индевидер, в 18-ию в не

Contract No.1493
VALLEY FORGE PARK AND FIELDHOUSE

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

For any of the above items that are partial subcontract dollar amount:	pay items, specifically describe the work and
	MBE/WBE firm's proposed scope of work and/or
payment schedule, attach additional sheet(s).	
contractors.	BE subcontract will be sublet to non-MBE/WBE WBE subcontract will be sublet to MBE/WBE
If MBE/WBE subcontractor will not be sub-su- Schedule, a zero (0) must be filled in each blant the MBE/WBE subcontractor's scope of work with the work to be sublet must be provided. The undersigned will enter into a formal agreer	abcontracting any of the work described in this cabove. If more than 10% percent of the value of the sublet, a brief explanation and description of ment for the above work with the General Bidder,
	n the Public Building Commission of Chicago, and ecceipt of a notice of Contract award from the
Name of MBE/WBE Firm (Print) 09/08/09	Signature Sabara Rock
3/2.842.4442 Phone	Name (Print)
IF APPLICABLE: By:	
—	1
Joint Venture Partner (Print)	Signature
Date	Name (Print) MBE Non-MBE/WBE
Phone	

AUGUST 2009 30

THE BOARD OF COMMISSIONERS

TODD H. STROGER PRESIDENT

EARLEAN COLLING	151 D/51.	PETER N. SILVESTRI
ROBERT STEELE	2nd Dist.	MIKE QUIGLEY
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WILLIAM M. BEAVERS	4th Dist.	FORREST CLAYPOOL
Deborah 51M5	5th Dist,	LARRY SUFFREDIN
JOAN PATRICIA MURPHY	5th Dist.	GREGG GOSLIN
JOSEPH MARIO MORENO	7th Dist.	TIMOTHY O. SCHNEIDER
HOBERTO MALDONADO	Stn Qist.	ANTHONY J. PÉRAICA



March 16, 2009

COOK COUNTY OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY

DIRECTOR

118 North Clark Street, Room 1036 Chicage, Illinois 60602-1304 E-MAIL: bhperry@cookcountygev.com TEL (312) 603-5502 FAX (312) 603-4547

Ms. Barbara Ruel, President City Cottage Group, Inc. 2907 S. Wabash Avenue, Suite 201 Chicago, IL 60616

ELIZABETH ANN DOODY GORMAN

Annual Certification Expires:

1845 Gast. 1186 ásst.

12th D.st.

tein Dat.

tiin Disc

iften Dier.

17th Dist.

April 7, 2010

Dear Ms. Ruel:

Congratulations on your continued eligibility for Certification as a WBE by Cook County Government. This WBE Certification is valid until April 7, 2011; however your firm must be revalidated annually. Your firm's next annual validation is required by April 7, 2010.

As a condition of continued Certification during this three (3) year period, you must file a "No. Change Affidavit" within sixty (60) days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance, of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a **WBE** vendor 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 County in any inquiry or investigation. Removal of your status 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 Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

Supplier of Light Fixtures, Contract Furniture, Plumbing, Building Materials, Appliances and Flooring/Tile, including Installation

Your firm's participation on Cook County contracts will be credited toward WBE goals in your area(s) of specialty. While your participation on Cook County 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 Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Betty Hancock Perry

Director BHP/es

Enclosed: No Change Affidavit

Contract No.1493
VALLEY FORGE PARK AND FIELDHOUSE

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

5.4 Am				
Name of Project:	VALLEY FOR	GE PARK ANI	FIELDHOUS	SE
Project Number: _	1493			· ·
FROM:				
ALL CHICAGO	O INC		MBE XX	WBE
(Name of MBE or	WBE)			
TO:				
LEOPARDO C	OMPANIES I	NC and \$	ubile Ruilding C	ommission of Chicago
(Name of General	Bidder)	4.10	and boilding C	ommission of Catcago
(bove-referenced project as
	a Sole Propi		XX	a Corporation
	a Partnershi	p		a Joint Venture
Joint Venture with The undersigned i	a non-MBEWBE fi	, 2004n addition rm, a Schedule E	, in the case w B, Joint Venture A	hed Letter of Certification, here the undersigned is a Affidavit, is provided. ces or supply the following
	HVAC I	FURNISH AND	INSTALL	
The above-describ is stipulated in the	ed services or goo Contract Documer	AS PER C	ONTRACT	ice, with terms of payment
		24/,~	0	

PUBLIC BUILDING COMMISSION OF CHICAGO Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

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

PARTIAL PAY ITEMS	
ARRAGING OF GOING! DISTORALL	partial pay items, specifically describe the work an
ONE LUM	SUM CONTRACT PRICE FOR MECHANICAL
-IIVAC-SC	OPE OF WORK
payment schedule, attach additional she	be the MBE/WBE firm's proposed scope of work and/oset(s).
	MBEAVBE subcontract will be sublet to non-MBEAVBE
4-110 mcm 6'	MBE/WBE subcontract will be sublet to MBE/WBE
	e sub-subcontracting any of the work described in this ch blank above. If more than 10% percent of the value o work will be sublet, a brief explanation and description o
The undersigned will enter into a formal	agreement for the above work with the General Bidder ract with the Public Building Commission of Chicago, and
TO THE THE PARTY OF THE PARTY O	act with the Public Building Commission of Chicago, and is of receipt of a notice of Contract award from the
	and include of Colleger award from the
By:	
ALL CHICAGO INC.	- Silara Khan
Name of MBE/WBE Firm (Print)	- Maria Charl
SEPTEMBER 2ND, 2009	Signature
Date	SITARA KHAN Name (Print)
773-777-4141	transfit that
Phone	~ ~~~
IF APPLICABLE:	
By:	
•	
Joint Venture Partner (Print)	PV.
The state of the s	Signature
Date	Name (Print)
	MBE WBE Non-MBEAVBE
Phone	MOU-WREVARE

THE BOARD OF COMMISSIONERS TODD H. STROGER

PRESIDENT

		-0.00.11	
EARLEAN COLLINS ROBERT STEELE JERRY BUTLER WILLIAM M. BEAVERS DEBORAH SIMS JOAN PATRICIA MURPHY JOSEPH MARIO MORENO ROBERTO MALDONADO	1st Dist. 2nd Dist. 3rd Dist. 4th Dist. 5th Dist. 7th Dist. 8th Dist. 8th Dist.	PETER N. SILVESTRI BRIDGET GAINER JOHN P. DALEY FORREST CLAYPOOL LARRY SUFFREDIN GREGG GOSLIN TIMOTHY O. SCHNEIDER ANTHONY J. PERAICA ELIZABETH ANN DODOY GORMAN	9th Dis 10th Dis 11th Dis 12th Dis 13th Dis 14th Dis 15th Dis 16th Dis 17th Dis



COOK COUNTY OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY DIRECTOR

118 North Clark Street, Room 1020 Chicago, Illinois 60602-1304 TEL (312) 603-5502 FAX (312) 603-4547

Ms. Sitara Khan President All Chicago, Inc. 4100 West Belmont Chicago, II 60641

Annual Certification Expires: July 30, 2010

Dear Ms. Khan:

We are pleased to inform you that All Chicago, Inc. has been certified as a MBE (8) by Cook County Government. This MBE (8) certification is valid until July 30, 2012; however your firm must be revalidated annually. Your firm's next annual validation is required by July 30, 2010.

As a condition of continued certification during this three (3) year period, you must file a "No Change Affidavit" within sixty (60) days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

Cook County Government may commence action to remove your firm as a MBE (8) vendor 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 County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm will be listed on the Internet in the next edition of the Cook County Directory of Minority and Women Business Enterprises. Your area of specialty will be listed as:

CONSTRUCTION: GENERAL AND MECHANIC CONTRACTOR

Your participation on County contracts will be credited toward <u>MBE (8)</u> goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credited toward <u>MBE (8)</u> goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely.

Betty Hancock Perry

Director

BHP/ehw



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 March 17, 2009

Naeem Khan, President All Chicago, Inc. 4100 W. Belmont Ave. Chicago, IL 60641

Annual Certificate Expires: Vendor Number:

December 1, 2009 1045449

Dear Mr. Khan:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **December 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **December 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 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 firms eligibility if you fail to notify us of any changes of facts affecting your firms 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:

HVAC Contractor; Installation and Repair of Kitchen Appliances and Heating Equipment

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,

Mark Hands

Managing Deputy Procurement Officer

MH/js

NEIGHBORHOODS

RELIGIOS CHIL SEO TOURS

CAEQUES.

Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

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

Name of Project:	
VALLEY FORG	E PARK AND FIELDHOUSE
STATE OF ILLINOIS	} }SS
COUNTY OF COOK	Y
In connection with	the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am
Pre	sident
Title and d	uly authorized representative of
Leop	ardo Companies, Inc.
Name of G	ieneral Contractor whose address is
in the City of Ho	ffman Estates State of Illinois

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals				
	7.000. Gailes Will Bellevale 9	MBE 400	WBE			
FUIL BRYON SUPPLY	ROSTING MATERALS	1 X ~				
APC	SITE UTILITY	\$ 60	\$167,000			
PAN-OLEIANIL	site everysings	\$13,920	\$			
Carol GARTH	MASONEY SUPPLYOR	\$ 147,006	\$			
COPIO STEEL	3766	300,000				
Alliance	corpentry	\$ 45,398	\$			
MERIDIAPNE	DRY Val /ACT	\$103,750	\$			
City COHAGE GROUP	CEPAM-CTITE	\$	\$46,000			
AN CHICAGO	HVAC	\$241,000	\$			
	Total Net MBE/WBE Credit	\$933468	\$163,000			
	Percent of Total Base Bid	PD	Jun 3			

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.

Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

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

SUB-SUBCONTRACTING LEVELS

OOD-OODCOMINACIMA FEAFF2	•
$\frac{\mathcal{O}}{\text{contractors}}$ % of the dollar value of the MBE/WBE $\underline{\mathbf{s}}$	ubcontract will be sublet to non-MBE/WBE
€ % of the dollar value of the MBE/WBE contractors.	subcontract will be sublet to MBE/WBE
If MBE/WBE subcontractor will not be sub-subconschedule, a zero (0) must be filled in each blank about	ntracting any of the work described in this ve.
If more than 10% of the value of the MBE/WBE su brief explanation and description of the work to be su	bcontractor's scope of work will be sublet, a blet must be provided.
The undersigned will enter into a formal agreement of MBE/WBE firms, conditioned upon performance Commission, and will do so within five (5) business from the Commission.	as Contractor of a Contract with the
By: Leopardo Companies, Inc.	A SHE
Name of Contractor (Print) September 3, 2009	Signature Richard S. Mattioda
Date 847-783-3212	Name (Print)
Phone	
IF APPLICABLE:	
By:	
Joint Venture Partner (Print)	Signature
Date	Name (Print)
	MBEWBENon-MBE/WBE
Phone/EAY	

Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Pate:	
Frin Lavin Cabonargi, Executive Director Public Building Commission of Chicago Richard J. Daley Center O W. Washington Street, Room 200 Chicago, IL 60602	
Dear Mrs. Cabonargi:	
RE: Contract No	
Project Title:	
n accordance with Section 23.01.7, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions. The undersigned certifies that it/we has/have been diligent in attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project hat such efforts have not been successful, and that it/we cannot meet the Minority/Wondows Enterprise contract goal. These efforts are described below and are consistent with Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 23.01.7 follows:	our ect, ner the
Documentation attached: yes no	-
Based on the information provided above, we request consideration of this waiver request.	
Sincerely,	
Signature	
Print Name	
Title	
Name of Firm	

Contract No.1493
VALLEY FORGE PARK AND FIELDHOUSE

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	Aurora PD Headquarters	Tailor Lofts 847W.Jackson	Allied Tube and Conduit	Avondale Elementary	Jewel-Osco	
Contract With	City of Aurora, IL	BVP Jackson Place, LLC	Allied Tube and Conduit	PBC Chicago	Super-Value	al all and a second
Estimated Completion Date	October 30, 2009	August 1st, 2010	February 1st 2010	, May 22nd, 2010	October 5th, 2010	
Total Contract Price	\$56,711,413	\$27,591,041	\$23,001,952	\$19,304,743	\$13,457,599	SEE 34A
Uncompleted Dollar Value if Firm is the GC	\$12,380,900	\$26,725,332	\$12,991,906	\$16,425,873	\$13,457,599	SEE 34A
Uncompleted Dollar Value if Firm is a Subcontractor						SEE 34A
			TOTAL V	ALUE OF AL	L WORK	SEE 34A

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		:				SEE 34A
Demolition		The second secon	as International Contract Cont		est constant	SEE 34A
Sewer and Drain		est for all shill follows:	Transport property and the control of the control o		A Land of the Land	SEE 34A
Foundation		er van				SEE 34A
Painting		\$661,989				SEE 34A
Struct. Steel (Bldg Const.)			\$856,072			SEE 34A
Ornamental Steel (Bidg Construction)				 		SEE 34A
Miscellaneous Concrete						SEE 34A
Fireproofing						SEE 34A
Masonry		7	and the state of t		-	SEE 34A

Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

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.

	54-	6 -2	7-3-	84-	Awards Pending	TOTALS
Project	UCMC Comer 2 - 4th Flr	Matteson Community Center	Mount Prospect Fire Stn 14	Beaufort Police Court		100
Contract With	Univ. of Chicago Hospitals	Village of Matteson	Village of Mount Prospect	City of Beaufort, SC		
Estimated Completion Date	December 4th 2009	August 27, 2010	May 1st, 2010	July 25th, 2009		
Total Contract Price	\$16,591,491	\$4,000,000	\$11,850,713	\$7,948,206		\$180,457,158
Uncompleted Dollar Value if Firm is the GC	\$3,867,475	\$3,604,360	\$10,446,276	\$210,393		\$100,110,114
Uncompleted Dollar Value if Firm is a Subcontractor			a professional de Anna			
			TOTAL V	ALUE OF ALI	L WORK	\$180,457,158

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.

	5 🛨	6 -2	7 -3-	8 4	Awards Pending	TOTALS
Earthwork		•	and the second		1	
Demolition			Management of Co.	THEOREM THE STATE OF THE STATE		t de la constitución de la const
Sewer and Drain		The state of the s			Appropries	
Foundation			is depression to the second			1
Painting						\$661,989
Struct. Steel (Bldg Const.)						\$856,072
Ornamental Steel (Bldg Construction)						
Miscellaneous Concrete				T.		
Fireproofing					-	
Masonry					77:	AN TANKARINA TAN

Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

	1	2	3	4	Awards Pending	TOTALS
H.V.A.C.	de and de la constant	and villed of the latest of th				SEE 35A
Mechanical	(chantair) i faortaire	Ningtipe to the second	(iv) Medelline	· ·	The said constraints	SEE 35A
Electrical	The second secon	CARRIER IN Processor Andreas		10 mm	A Chillips of the Chillips of	SEE 35A
Plumbing	OPRUMENTAL VALUE	A STATE OF THE PARTY OF THE PAR		NI N	No september 1	SEE 35A
Roofing & Sheet Metal	animate description of the second	* Vehicles on selection		At idea at his manager		SEE 35A
Flooring & Tile Work		e de la companya de l		and the state of t		SEE 35A
Drywall & Plaster Work	Cratical and insection	Advisor Massage		HI CHARLES AND		SEE 35A
Ceiling Construction		W Mildellanger (John)		A STATE OF THE STA	Edit	SEE 35A
Hollow Metal & Hardware	and the state of t	ported ministrance (1)	14,684	No. of the state o		SEE 35A
Glazing & Caulking	- Paramon Dimensional I	G. Li Jorge Harris Control Con	-	e de la contraction de la cont		SEE 35A
Miscellaneous Arch. Work	Pill Highwater	Name of the last o		NI THE RESERVE THE PROPERTY OF		SEE 35A
Landscaping	Production of the Control of the Con	With the second	The state of the s	AND AND THE REAL PROPERTY.		SEE 35A
Fencing	Hard Commence		A the same of the	THE REAL PROPERTY OF THE PROPE		SEE 35A
Others (List)	en minister) (damin)	The state of the s	Citating the second second			SEE 35A
Rough and Finish Carpentry	LIPA REGISTRA PARAMENTA	\$1,387,506	William State of the State of t	\$235,694		SEE 35A
Metal Stud and Drywall	\$531,803	\$4,826,845			Sweet and Sweet	SEE 35A
	or property of the control of the co		1		Tiple special section of the special section	
	voliti . manareto Mil	- Comment of the Comm			The state of the s	THE REAL PROPERTY OF THE PROPE
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	Section and sectio	- 1	SALE VI	i filip	and the state of t	
					Tributed to the state of the st	
TOTALS	\$531,803	\$6,876,340	\$870,756	\$235,694		SEE 35A

PUBLIC BUILDING COMMISSION OF CHICAGO Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

	5 1 —	6 2	7 -3-	8 4-	Awards Pending	TOTALS
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Mechanical	v pyramical illeanid jir	T on the state of	HAMINI MARKATANI	Intent-mater	- International Control	eri entre en
Electrical			ho Withhamse	Office contracts	enter distribute	
Plumbing				To your same and a little of the same and a li	HII magazine	
Roofing & Sheet Metal		West and the second sec	A Company of the Comp	an again shake service	ale and a second se	i da
Flooring & Tile Work		O COLUMN TO THE		ALL (O) SACIENCE AND ALL (O)	HORING HARMAN	
Drywall & Plaster Work			E	OPP	II intellibrations	
Ceiling Construction	1,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Hillian		15G	The state of the s	-
Hollow Metal & Hardware				\$6,865	44 Professional Pr	\$21,549
Glazing & Caulking		a succession and the second and the	and a constraint of the constr	A) jest (n) Meskedist	ria e e e e e e e e e e e e e e e e e e e	tor version of the second
Miscellaneous Arch. Work			17) - 17) -	MP MP (PROBLEM	AND THE PERSON NAMED IN COLUMN	
Landscaping		D) (construction of the construction of the co	a) territoria (she i she	No. (Control of the control of the c	de Propinsion	TANKAN TA
Fencing		A STATE OF THE STA		PUNEARA	(Communication)	THE PLANT OF THE P
Others (List)			Option of the Control	en (des) just	10)	The state of the s
Rough and Finish Carpentry		A STATE OF THE STA	Con particular	A Picture of the Pict	The second secon	\$1,623,200
Metal Stud and Drywall		The state of the s	Opposite the second	The state of the s		\$5,358,648
			Office and the second			no de la companya de
		Tell Intelligence		The state of the s		Mellinia di Annabasa
		Andrews (was transported by the state of the	H) PER SECTION OF THE PER SECTIO	Total stores on		N (California
		delille, water, programme	Ministration in the second	DPI (III dannisticae)	To a second seco	CHILD AND AND AND AND AND AND AND AND AND AN
	and the second	e communication de la comm	THE STATE OF THE S	HPI data.		Property of the state of the st
		- Sellingiste accounts and	SUCCESSION OF THE PROPERTY OF		- Indiana fu	Miles
TOTALS				\$6,865		\$8,521,458

Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

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	Merryman Excavating	Break-Thru Enterprises	Rubloff	Atrium	renang
Type of Work	Excavation	Demolition Demolition	Excavation	Landscaping	
Subcontract Price	\$833,849	\$1,305,767	\$1,264,529	\$540,944	
Amount Uncompleted	\$46,648	\$1,079,080	\$581,683	\$540,944	
Subcontractor	Abbey Paving	Nova FP	Track Service Inc	Illinois Masonry	·
Type of Work	Asphalt paving	Fire Protection	Railroad Work	Masonry	
Subcontract Price	\$240,817	Demolition \$35,756	\$241,770	\$3,979,208	
Amount Uncompleted	\$116,280	\$3,576	\$205,770	\$3,948,175	
Subcontractor	Curran Cont.	R. Carrozza	Richards and	Steel Sales	
Type of Work	Hand Set Pavers	Plumbing	Weyer Masonry	Steel	···
Subcontract Price	\$875,277	\$45,000	\$182,700	\$2,256,590	
Amount Uncompleted	\$211,204	\$4,500	\$93,852	\$646,727	
Subcontractor	Pro-Fence Inc.	Grand Kahn	Sullivan Roofing	Access Specialist	
Type of Work	Fences	Electric Electric	Roofing	Lifts	
Subcontract Price	\$222,200	\$153,979	\$1,798,000	\$13,750	
Amount Uncompleted	\$76,220	\$18,979	\$468,160	\$13,750	
Subcontractor	Landworks Limited	EHMS	Simplex Grinnell	DAM Plumbing	
Type of Work	Retaining Wall	HVAC Demo	Fire Protection	Plumbing	
Subcontract Price	\$92,112	\$10,274	\$623,432	\$651,837	
Amount Uncompleted	\$9,212	\$1,027	\$262,869	\$604,283	
Subcontractor	Miscellaneous	Unlet	Miscellaneous	Miscellaneous	
Type of Work	Miscellaneous	Various	Miscellaneous	Miscellaneous	
Subcontract Price	\$44,762,487	\$17,097,705	\$14,561,231	\$6,638,444	<u> </u>
Amount Uncompleted	\$7,734,309	\$17,097,705	\$8,968,039	\$6,030,139	
TOTAL Uncompleted	\$8,193,873	\$18,204,867	\$10,580,373	\$11,784,018	

Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

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.

	5 1 -	6 <u>2</u>	7 3-	8 -4	Awards Pending
Subcontractor	American Demolition	Faso Excavating	Plaza Excavating	Beasley Concrete	
Type of Work	Demolition	Mass Grading	Excavation	Site Concrete	
Subcontract Price	\$240,915	\$824,450	\$269,376	\$171,445	
Amount Uncompleted	\$39,208	\$708,350	\$149,893	\$10,201	
Subcontractor	Leon Construction		Fox Excevating	Heyward Const.	
Type of Work	Concrete	,	Site Utilities	Concrete	
Subcontract Price	\$252,303		\$331,970	\$437,985	**************************************
Amount Uncompleted	\$30,153		\$253,846	\$5,000	
Subcontractor	Lombard Arch		Cerami	Assurance	
Type of Work	Precast		Concrete	Waterproofing	·
Subcontract Price	\$396,995		\$828,958	\$279,642	
Amount Uncompleted	\$19,850		\$518,046	\$84,841	
Subcontractor	US Masonry		Stres Core Inc.	Classic Stucco	
Type of Work	Masonry		Precast	Stucco	
Subcontract Price	\$40,480		\$92,470	\$75,330	And the state of t
Amount Uncompleted	\$4,048		\$58,986	\$7,533	
Subcontractor	Midwestern Steel		G. Porter and Company, Inc.	Triad Mech.	· · · · · · · · · · · · · · · · · · ·
Type of Work	Steel		Masonry	HVAC	<u> </u>
Subcontract Price	\$1,006,980		\$939,755	\$931,397	
Amount Uncompleted	\$118,455		\$822,037	\$46,984	
Subcontractor	Miscellaneous	Unlet	Various/Unlet	Miscellaneous	
Type of Work	Miscellaneous	Various	Various/Unlet	Miscellaneous	
Subcontract Price	\$11,997,182	\$1,935,945	\$7,676,356	\$4,684,651	
Amount Uncompleted	\$2,364,187	\$1,935,945	\$7,418,001	\$40,419	
TOTAL Uncompleted	\$2,575,901	\$2,644,295	\$9,220,809	\$194,978	

Contract No.1493
VALLEY FORGE PARK AND FIELDHOUSE

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.

Matte	September 3, 2009
Signature	Date
Richard S. Mattioda	President
Name (Type or Print)	Title
Leopardo Companies, Inc.	
Bidder Name 5200 Prairie Stone Parkway	
Address Hoffman Estates, IL, 60192	
City State Zip	
Subscribed and sworn to before me this 310 day of September Subscribed Landon Notary Public Commission expires: 11/1/2010	SEACT FICIAL SEAL MICHELE L. RETONDO MY COMMISSION EXPIRES 11 LINOIS

Contract No.1493
VALLEY FORGE PARK AND FIELDHOUSE

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.

3idder	Leopardo Companies, Inc.			
Submitted By	Richard S. Mattioda			
Title	President			
Permanent Main Office Address	5200 Prairie Stone Parkway			
Local Address	Hoffman Estates, IL 60192			
•				
_ocal Telephone No. and FAX No.	Ph: 847-783-3212 / Fax: 847-783-3213			

How many years operating as contractor for work of this nature? See Prequalification Statement

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

***************************************	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1. [(See Prequalification	Statement)		-
2.			1	
3.	The same of the sa		 	
4.				· · · · · · · · · · · · · · · · · · ·
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6.	The second secon			
7.				
8.	The same of the sa		╅┈┈┈┼	

Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

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 subm	itted by a corporation:				
(a)	Corporation Name				
/ h\	Leopardo Companie	s, Inc.			
(0)	State and City in which incorporated Illinois	d			
(c)	If incorporated in another state, is fi	rm authorized to do t	_ ousiness in the S	tate of Illinois?	
	YesNo Name and address of registered ag				
James A	A. Leopardo / 5200 Prairi	e Stone Parkwa	y, Hoffman	Estates, IL,	60192
(e)	Names and titles of officers authorize	ed to sign contracts			
	Richard S. Mattioda	Preside	ent		
	Name	Title			
	John D. Ward Jr. Name	Acting Title	Secretary		
		nue			
				•	
lf submi	tted by a partnership:	- '			
(a)	Firm Name				
(b)	Official Address		-		
			_		
(C)	Names of all Partners:				
			-		
If submit	tted by an individual:				
(a)	Firm Name				
(b)	The Owner		-		
(n)	06-1-1		_		
(6)	Official Address				
	- Ka		•		
	INVITED .				
Signatur	e of Affiant Richard S. Matti	oda (President	• }		
		0	1 1		
Subscrib	ped and sworn to before me this 3	1d day of	ptembe	<u> 20 09</u>	
Muc	hele L. Ketondo	(SFAL)			
Notary P		3 "	O E COM		
wiy Corni	mission expires: $H//20/0$	\$ M	OFFICIAL ICHELE L. RET IMMISSIO, STATE	•	
		E MY CO	ARY PUBLIC, STATE	SEAL	
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Contract No.1493
VALLEY FORGE PARK AND FIELDHOUSE

Disclosure Of Retained Parties

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent 1st low and the apparent 2nd low Bidder are required to submit a fully executed Disclosure of Retained Parties within five (5) days of their respective receipt of notice that they are the apparent 1st and 2nd low bidders.

A. Definitions and Disclosure Requirements

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

B. Certification

Contractor hereby certifies as follows:

made hereby certifies as follows.
This Disclosure relates to the following transaction PBC Contract #1493-Valley Forge Park & Field House
Description of goods or services to be provided under Contract
General Contracting
Name of Contractor: LEOPALIO Companies, Inc.
EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.
Check here if no such persons have been retained or are anticipated to be retained:

AUGUST 2009

Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)
ARC	2114 West Thomas Street, Chgo, IL	Subcontractor	117,000
Pan Oceanic	11509 S. Elizabeth St. Chgo, IL	Furnishings	13,920
Carol Garth	2741 East 223rd St. Chgo, IL	Supplier	147,000
Carlo Steel	3100 E. 87th St. Chgo, IL	Subcontractor	300,000
Meridienne/A&A Drywall & Taping	1958 W. 59th St. Chgo, IL	Subcontractor	103,750
City Cottage Group	2907 S. Wabash Ave. Chgo, IL	Subcontractor	46,000
All Chicago	4100 W. Belmont Ave. Chgo, IL	Subcontractor	241,000

*Continued at bottom of page 41.

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

* Alliance Drywall & Acoustical Inc.

1080 TOwer Lane Bensenville, IL

Subcontractor

-...

Sullivan Roofing

1456 West Fullerton Chgo, IL

Supplier

45,398 82,400

Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

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. 09/03/2009 Signature Date Richard S. Mattioda President Name (Type or Print) Title Subscribed and sworn to before me this 300 day of September 20 09

Notary Public

Commission expires: ////2010

AUGUST 2009

NOTARY PUBLIC, STATE OF ILLINOIS

Contract No. 1493

PERFORMANCE AND PAYMENT BOND

Bond No. 929486695

Contract No. 1493

1 <u>ordre et minors'</u> 92	ing under the laws	of the State of <u>Illinois</u> , with offices in the <u>Town_of Hoffman Estates</u> _Principal, and
"Commission", in the penal sum of and No Cents(\$3,859,318.00) for t	Three Million Eight payment of wh	s of the State of <u>Illinois</u> , with offices in the State of <u>IL</u> * ne Public Building Commission of Chicago, hereinafter called that Hundred Fifty-Nine Thousand Three Hundred Eighteen Dollars ich sum well and truly to be made, we bind ourselves, our heirs, severally, firmly by these presents.
The condition of this obligation is su the Commission, dated <u>September</u>	ch, that whereas t 8, 2009, for the fa	the Principal entered into a certain Contract, hereto attached, with abrication, delivery, performance and installation of
Valley Forge Park and Fieldhouse 7001 W. 59th Street, Chicago, IL. New Construction		

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

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

Contract No. 1493

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, facilities, or services to the Principal or for the performance by the Principal of said Contract with the Commission as originally executed by said Principal and the Commission or as thereafter modified, and that any such subcontractor or persons furnishing labor, materials, facilities, or services may bring suit on this Bond, or any undertaking herein contained, in the name of the Commission against the said Principal and Surety or either of them.

It is expressly understood and agreed that this Bond, in the penal sum of <u>Three Million Eight Hundred Fifty-Nine Thousand Three Hundred Eighteen Dollars and No Cents (\$3,859,318.00)</u>, shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

PUBLIC BUILDING COMMISSION OF CHICAGO Contract No. 1493

BOND APPROVAL

Secretary

Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

Companies Inc., corporation named as Principal in the foregoing performance and payment bond, that Piaks Coward Stars Smith who signed on behalf of the Principal was then Representative 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 10 tay of 09,2009.

CORPORATE SEAL



Contract No. 1493

IN WITNESS WHEREOF, the above bounden parti	ies have executed this instrument under to	heir several seals this
duly signed by its undersigned representative pursuar WITNESS:	nt to authority of its governing body.	ad and these presents
WITNESS: Business Name	Leopardo Companiles Inc.	(Seel)
5200 Prairie Stone Parkway Business Address		Individual Principal
Hoffman Estates, IL 60192 City State		(Seal) Individual Principal
By Carl Dohn, Jr. Business Address & Telephone 847-303-6800	CORPORATE SURETY TitleAttorney-in-Fact	
4811 Emerson Ave., Suite #102 Palatine, IL 60067	CORPORATE SEAL	
FOR CLAIMS (Please Print): Contact Name: Hanna Niziolek		•
Business Address: 333 E. Butterfield Rd	., Suite 810, Lombard, IL	60148
T-1 620 710 6040	630-719-3305	
The rate of premium of this Bond is \$ $\frac{9/6.75/6.75}{5.75}$ Total amount of premium charged is \$ $\frac{24.712.00}{5.00}$ + Total \$29.493.0	4,781.00 for 2nd year war	d.** <u>r</u> *anty
. _ .		

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

^{**} Must be filled in by the Corporate Surety.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Carl Dohn Jr., William P Maher, Patsy Collazo, Karen Dohn, Gary W Petrie, Jeffrey S Moore, Individually

of Palatine, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 23rd day of October, 2008.







Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Robert M. Mann

Senior Vice President

State of Illinois, County of Cook, ss:

On this 23rd day of October, 2008, before me personally came Robert M. Mann to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

OFFICIAL SEAL
ELIZA PRICE
NOTARY PUBLIC, BTATE OF ILLINOIS
MY COMMISSION EXPIRES: 09/17/09

My Commission Expires September 17, 2009

Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 10th day of September 2009.







Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis

Assistant Secretary

Form F6853-7/2008

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX-Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the scal of the Company thererto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and scaled shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI-Execution of Documents

Section 3 Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact.'

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VII-Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Insurance Company may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Insurance Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Insurance Company. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Insurance Company.

STATE OF Illinois) COUNTY OF Cook)

On this 10th Day of September, 2009, before me came, Carl Dohn, Jr., who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he/she is the therein described and authorized ATTORNEY-IN-FACT of Continental Casualty Company that the seal affixed to said instrument is the Corporate Seal of said Company.

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

OFFICIAL SEAL FATSY COLLAZO NOTARY PUBLIC - STATE OF ILLINOIS

MY COMMISSION EXPIRES:04/21/12

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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. X Contractor's Bid	
2. X Bid Guarantee	
3. X Acceptance of the Bid	
4. X Basis of Award (Award Criteria)	
5. X Unit Prices (If applicable)	
6. X Affidavit of Non-Collusion	
7 Schedule B – Affidavit of Joint Venture (if applicable)	
8. X Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participa	ition
9 Schedule E - Request for Waiver from MBE/WBE Participation (if applicable	
10. X Affidavit of Uncompleted Work	,
11. X Proof of Ability to Provide Bond	
12. X Proof of Ability to Provide Insurance	
13. X General Contractor's License	
Current versions of the following documents must be on file with the Commission at the bid opening:	time o
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 subr following within five (5) days after bid opening.	nit the
Disclosure of Retained Parties (The apparent low and the apparent 2 nd low bidd must submit a fully executed Disclosure of Retained Parties within 5 days after bid opening	der g).

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EXHIBIT #1

Illinois Department of Labor Prevailing Rates of Hourly Wages For Cook County

Cook County Prevailing Wage for August 2009

Trade Name	RG TYP C	Base D	FRMAN *M-F>8	3 OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL	35 300	3F 700 1 5	= ===	===	====		=== =	=====
ASBESTOS ABT-MEC	BLD	29.930	35.700 1.5	1.5	2.0	9.130	8.370	0.000	0.400
BOILERMAKER	BLD		0.000 1.5 46.890 2.0	1.5	2.0	9.170	9.260	0.000	0.320
BRICK MASON	BLD		42.930 1.5	2.0	2.0	6.720	9.890	0.000	0.350
CARPENTER	ALL		42.770 1.5	1.5	2.0	8.800	10.67	0.000	0.740
CEMENT MASON	ALL		43.850 1.5	1.5	2.0	9.840	9.790	0.000	0.490
CERAMIC TILE FNSHER	BLD	33.600	0.000 2.0	1.5	2.0	8.600	9.810	0.000	0.220
COMM. ELECT.	BLD		37.940 1.5	1.5	2.0	0.950	8.020	0.000	0.540
ELECTRIC PWR EQMT OP	ALL		44.970 1.5	1.5	2.0	7.400	7.660	0.000	0.700
ELECTRIC PWR GRNDMAN	ALL		44.970 1.5	1.5	2.0	7.110	11.34	0.000	.0.290
ELECTRIC PWR LINEMAN	ALL		44.970 1.5	1 5	2.0	0 110	8.850 11.34	0.000	0.230
ELECTRICIAN	ALL		42.000 1.5	1.5	2.0	3.110	8.740	0.000	0.290
ELEVATOR CONSTRUCTOR	BLD	44.930	50.550 2.0	2.0	2.0	0 505	8.210	0.000	0.750
FENCE ERECTOR	ALL	30.700	32.200 1.5	1.5	2.0	7 050	8.430	2.700	0.000
GLAZIER	BLD	37.000	38.500 1.5	1 5	2.0	7 3/0	12.05	0.000	0.500
HT/FROST INSULATOR	BLD	42.050	44.550 1.5	1 5	2.0	9 670	10.81	0.000	0.740
IRON WORKER	ALL		42.750 2.0	2.0	2.0	10 95	15.99	0.000	0.520
LABORER	ALL		35.950 1.5	1.5	2.0	9 130	8.370	0.000	0.300
LATHER	ALL		42.770 1.5	1.5	2.0	9.840	9.790	0.000	0.400
MACHINIST	BLD		44.770 1.5	1.5	2.0	7.750	8.690	0.000	0.430
MARBLE FINISHERS	ALL	28.650	0.000 1.5	1.5	2.0	7.920	9.970	0.000	0.000
MARBLE MASON	BLD		41.830 1.5	1.5	2.0	8.000	9.970	0.000	0.550
MATERIAL TESTER I	ALL	25.200	0.000 1.5	1.5	2.0	9.130	8.370	0.000	0.330
MATERIALS TESTER II	ALL	30.200	0.000 1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT	ALL	40.770	42.770 1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER	BLD 1	43.800	47.800 2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	BLD 2	42.500	47.800 2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	BLD 3	39.950	47.800 2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER OPERATING ENGINEER	BLD 4	38.200	47.800 2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER OPERATING ENGINEER	FLT 1	47.250	47.250 1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER	FLT 2	45.750	47.250 1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER	FLT 3	40.700	47.250 1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER	PLT 4	33.850	47.250 1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER	I I I II	42.000	46.000 1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	L AMH	41.450	46.000 1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	HWI 3	39.400	46.000 1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	UMI 4	36.000	46.000 1.5 46.000 1.5	1.5	2.0	9.600	6.550	1.900	1.000
ORNAMNTL IRON WORKER	ALL			1.5	2.0	9.600	6.550	1.900	1.000
PAINTER	ALL		41.300 2.0	2.0	2.0	7.950	13.19	0.000	0.500
PAINTER SIGNS	BLD		42.750 1.5	1.5	1.5	8.350	9.400	0.000	0.670
PILEDRIVER	ALL		34.600 1.5	1.5	1.5	2.600	2.470	0.000	0.000
PIPEFITTER	BLD		42.770 1.5 46.150 1.5	1.5 2	2.0 9	9.840	9.790	0.000	0.490
PLASTERER	BLD	38 550	40.150 1.5 40.860 1.5	1.5 2	2.0	/.660	9.550	0.000	1.570
PLUMBER	BLD		45.000 1.5	1.5 2	2.0 9	9.000	9.690	0.000	0.450
ROOFER	BLD		40.000 1.5	1.5 2	2.0 9	9.110	5.960 (0.000	1.030
		57.000	30.000 1.5	1.5 2	4.0.7	1.250	5.270	0.000	0.330

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Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensa (Pension)

Vac (Vacation)

Tmg (Training)

Explanations

COOK COUNTY

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

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

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EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

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

COMMUNICATIONS ELECTRICIAN - Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other

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raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

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

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

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

TERRAZZO FINISHER

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

OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver;

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Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

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

OPERATING ENGINEERS - FLOATING

- Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).
- Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.
- Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.
- Class 4. Deck equipment operator machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

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OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted): Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotory Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops -Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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"A" Frame; Work Boats; Tamper - Form-Motor Driven.

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

Class 5. Bobcats (all); Brick Forklifts, Oilers.

TRAFFIC SAFETY

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

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

- Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.
- Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.
- Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.
- Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

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

LANDSCAPING

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

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EXHIBIT #2 INSURANCE REQUIREMENTS

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.

INSURANCE TO BE PROVIDED

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. Coverage will include a waiver of Kotecki endorsement specifically insuring the Contractor's obligations pursuant to the waiver of its Kotecki rights

2) <u>Commercial General Liability</u> (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), flood, explosion, collapse, underground, separation of insureds, defense, and contractual liability with no limitation endorsement. The Public Building Commission, Chicago Park District and the 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, including the two (2) years completed operations periods.

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

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, Chicago Park District and the 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

Contractor's pollution is required with limits of not less than \$1,000,000 per occurrence for any portion of the services, which may entail exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. Policy must pay for claims for bodily injury, property damage and other losses caused by pollution conditions that arise from the

Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

Contract scope of services, contractors operation, and completed operations. Coverage must be maintained for two (2) years after substantial completion. 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, Chicago Park District and the 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. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

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, Chicago Park District 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, Chicago Park District and/or City of Chicago 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.

7) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

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

Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

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 waives and agrees to cause all its insurers to waive their rights of subrogation against the Public Building Commission, Chicago Park District 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, Chicago Park District 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 tiability company, the insurance policies must name the joint venture or limited liability company as a named insured.

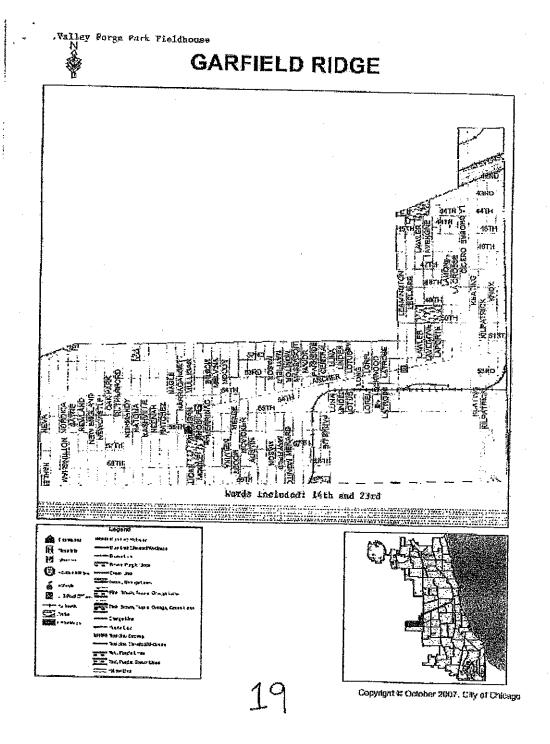
The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the insurance for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

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

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

Contract No.1493
VALLEY FORGE PARK AND FIELDHOUSE

EXHIBIT # 3 COMMUNITY AREA MAP

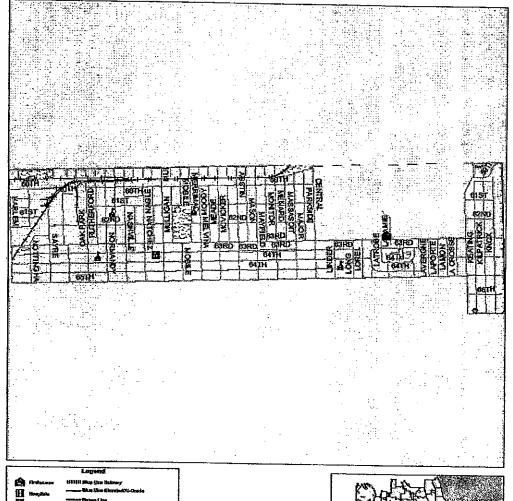


Contract No.1493 VALLEY FORGE PARK AND FIELDHOUSE

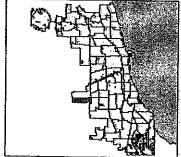
[CONTINUED] EXHIBIT # 3 COMMUNITY AREA MAP



CLEARING



| Companies | Comp



Copyright @ October 2007, City of Chicago

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:

LEOPARDO COMPANIES INC 5200 PRAIRIE STONE PARKWAY HOFFMAN EST IL 60192

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04176

CERTIFICATE NUMBER: GC04176-6

FEE:

\$ 2000

DATE ISSUED:

03/10/2009

DATE EXPIRES:

03/31/2010

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.

Dief maa

Richard M. Daley Mayor Butal f. Morules

Richard J. Monocchio Commissioner

SPILEMAN & WOTYLA, INC. 568 PENNSYLVANIA AVENUE GLEN ELLYN, IL 60137 TEL 630-469-4388 spillmanwotyla.com

PROTECTING YOUR WORLD SINCE 1955

July 20, 2009

City of Chicago General Contractor License Program P.O. Box 388249 Chicago, IL 60638-8249

RE: Leopardo Companies, Inc. General Contractor License No.TGC04176A

To Whom It May Concern:

This letter serves to confirm that the A.M. Best Rating for both the Cincinnati Insurance Company and Cincinnati Casualty Company is A+ XV.

If I may be of any further assistance, please feel free to contact me.

Best regards,

Maggie McCormack

Commercial Account Assistant

	ACORD CERTIFIC	CATE OF LIABI	LITY INS	SURANC			ATE (MM/DD/YYYY)
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	Hoffman Estates, IL 601		INSURER B: C	incinnati Ca	sualty Insurance		
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Public Building Commission Procurement Dept. Certificate issued to Public Building Commission Procurement Dept. Spillman & Wotyla, Inc.

09/11/2009

09/11/2009

Leopardo Companies, Inc.

Continued -

And the second of the

with respect to work performed by our insured and on behalf of the Additional Insureds. FORM GA 233 IL 02/07 (Pages 1, 10, 11, 12, 13 & 14) ATTACHED.

WAIVER OF SUBROGATION AS IT PERTAINS TO WORKERS COMPENSATION IN FAVOR OF THE ADDITIONAL INSUREDS.

FORM IA 4087 10/01, FORM STF-ENVL-1557-A CW (08/08), AND FORM STF-ENVL-695-A CW(4/99) ATTACHED.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endersed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or after the coverage afforded by the policies listed thereon.

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Glen Ellyn, IL 60137		Naperville, IL	60563-8458		
FAX (A/C, No.630.469.1132 E-MAIL ADDRESS:					
CODE:	SUB CODE:				
AGENCY CUSTOMER ID #: 00000019					
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	COVERAGE / PERILS / FORMS				· · · · · · · · · · · · · · · · · · ·
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Property in Transit				250,000	5,000
Temporary Storage				250,000	5,000
Flood - Sub Limit				2,500,000	5,000
Earth Movement				2,500,000	25,000 25,000
Replacement Cost Cov	⁄erage			2,300,000	23,000
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Specified Testing In	ıcluded				
Permission to Occupy	'Included				
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REMARKS (Including Special Condit	ions)				
Additional Insureds & Los Chicago	ss Payee: The Public Build	ding Commission; C	hicago Park D	istrict and	the City of
				al mark	y end
					<u> </u>

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATIO OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST	
NAME AND ADDRESS Public Building Commission Procurement Dept. Richard J. Daley Center 50 West Washington Street	MORTGAGEE X ADDITIONAL INSURED LOAN #
Room 500 Chicago, IL 60602	Anthony Guntaitic MAN

ACORD 27 (2006/07)

© ACORD CORPORATION 1993-2006. All rights reserved.

ACORD CERTIFIC	CATE OF LIAD	II ITV IN	NID AND		DATE (HIM/DD00000
PRODUCER 630.469.4388	FAX 630.469.1132				DATE (MM/DD/YYYY) 09/16/2009
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		INSURER D:			
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SCHEDULED AUTOS HIRED AUTOS				BODILY INJURY (Per person)	\$
NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
GARAGE LIABILITY	a de la companya de			AUTO ONLY - EA ACCIDENT	\$
ANY AUTO				OTHER THAN EA ACC	\$
EXCESS/UMBRELLA LIABILITY				AGG	\$
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WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			**	WC STATU- OTH- TORY LIMITS ER	<u> </u>
ANY PROPRIETOR/PARTNER/EXECUTIVE					\$
OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below			Ţ	E.L. DISEASE - EA EMPLOYEE	
OTHER				E.L. DISEASE - POLICY LIMIT	\$
Railroad Protective Liability	CAP5192405	09/28/2009	09/28/2010	\$5,000,000 Each \$10,000,000	
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COPD 25 (2004 (00)		Anthony Gu	ptaitis/MHM	(duft)	Tuplands

ACORD 25 (2001/08)

©ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

1. 2.		
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Z,	Unintentional Failure to Disclose Hazards	***************************************
3,	Damage to Premises Rented to You	
4.	Supplementary Payments	######################################
5.	Medical Payments Voluntary Property Damage (Coverage a.) and Care, Cu	1. 160 a 40 a
6.	Voluntary Property Damage (Coverage a.) and Care, Cu	Istarty or Control
	Liability Coverage (Coverage b.)	
7.	Liability Coverage (Coverage b.)	izations
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	State or Political Subdivisions - Permits; and	remises;
	Contractors' Operations	
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11.	Property Damage to Borrowed Equipment Employees as insureds - Specified Health Care Somices	oac Froperty himmorphism minimum 14
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	 Emergency Medical Technicians; and 	
40	Paramedics	
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1. 3.	e Commercial General Liability Limits of Insurance apply ant, except as provided below: Employee Benefit Liability Coverage Each Employee Limit: \$ 1,000,000 Aggregate Limit: \$ 3,000,000 Deductible: \$ 1,000 Damage to Premises Rented to You The lesser of: a. The Each Occurrence Limit shown in the Declaration b. \$500,000 unless otherwise stated \$	s; or
1. 3.	e Commercial General Liability Limits of Insurance apply ant, except as provided below: Employee Benefit Liability Coverage Each Employee Limit: \$ 1,000,000 Aggregate Limit: \$ 3,000,000 Deductible: \$ 1,000 Damage to Premises Rented to You The lesser of: a. The Each Occurrence Limit shown in the Declaration b. \$500,000 unless otherwise stated \$ Supplementary Payments	s; or
1. 3.	e Commercial General Liability Limits of Insurance apply ant, except as provided below: Employee Benefit Liability Coverage Each Employee Limit: \$ 1,000,000 Aggregate Limit: \$ 3,000,000 Deductible: \$ 1,000 Damage to Premises Rented to You The lesser of: a. The Each Occurrence Limit shown in the Declaration: b. \$500,000 unless otherwise stated \$ Supplementary Payments a. Bail bonds: \$ 1,000	s; or

erations incidental to the insured's business when:

- Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

Care, Custody or Control Liability Coverage

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, J. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought, or
 - (3) Persons or organizations making claims or bringing "suits".

b. Deductible Clause

(1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement. The limits of insurance will not be re-

- duced by the application of such deductible amount.
- (2) Condition 2, Duties in the Event of Occurrence, Offense, Claim or Sult, applies to each claim or "sult" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
- 7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

 Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

- Automatic Additional Insured Specified Relationships
 - The following is hereby added to SECTION II - WHO IS AN INSURED:
 - Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you

are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued.

is an insured, provided:

- (a) The written or oral contract or agreement is:
 - Gurrently in effect or becomes effective during the policy period; and
 - Executed prior to an "occurrence" or offense to which this insurance would apply; and
- (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Goverage Part.
- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is fimited as provided herein:
 - (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- Any "occurrence" which takes place after you cease to be a tenant in that premises.
- Structural alterations, new construction or demolition operations performed by or on be-

half of such additional insured.

- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires,
- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - The insurance afforded the vendor does not apply to:
 - "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement, exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement:
 - Any express warranty unauthorized by you;
 - Any physical or chemical change in the product

- made intentionally by the vendor,
- Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged the original in container:
- Any failure e) make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in with connection the distribution or sale of the products:
- f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- This insurance does not apply to any insured person or organization;
 - a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-

- companying or containing such products; or
- b) When liability included within the "productscompleted operations hazard" has been excluded under this Coverage Part with respect to such products.
- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canoples, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- The construction, erection, or removal of elevators; or
- The ownership, maintenance, or use of any elevators covered by this insurance.
- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:
 - This insurance applies only with respect to operations performed by you or on your behalf for which the state or

- political subdivision has issued a permit.
- 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.
- (f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance. but only with respect to liability affising out of "your work" performed for that additional insured by you or on your behalf. However. the City of Chicago, its officers, employees and agents are not insureds with respect to liability caused by or arising from:
 - The building or disassembly of scaffolding by or for you; or
 - The use of such scaffolding,

A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

- (3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2);
 - (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";
 - (b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising

- out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or
- (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - Defects in design furnished by or on behalf of the additional insured; or
 - The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - The preparing, approving or falling to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - Supervisory, inspection, architectural or engineering activities.
 - 3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the primecontractor-project manager or owner of the construction project in which you are involved.
- Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, SECTION III LIMITS OF INSURANCE is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits ap-

plicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. SECTION IV COMMERCIAL GEN-ERAL LIABILITY CONDITIONS is hereby amended as follows:
 - (1) Condition 5. Other Insurance is amended to include:
 - (a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance;
 - (b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except;
 - As otherwise provided in SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS, 5, Other Insurance, b. Excess Insurance; or
 - For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.
 - (2) Condition 11, Conformance to Specific Written Contract or Agreement is hereby added:
 - 11. Conformance to Specific Written Contract or Agreement

With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

- If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:
- Be provided by the insurance Services Office additional insured form number CG 20 10 or CG 20 37 (where edition specified); or
- Include coverage for completed operations; or
- c. Include coverage for "your work";

and where the limits or coverage provided to the additional insured is more restrictive than was specifi-cally required in that written contract or agreement, the of **Paragraphs** terms 9.a.(3)(a), 9.a.(3)(b) or 9.b. above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number CG 20 10 but does not specify which edition, or specifies an edition that does not exist, Paragraphs 9.a.(3)(a) and 9.a.(3)(b) of this endorsement shall not apply and Paragraph 9.b. of this endorsement shall apply.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph f.(1) of Definition 12. "Insured contract" (SECTION V - DEFINITIONS) is deleted.

- 11. Property Damage to Borrowed Equipment
 - a. The following is hereby added to Exclusion j. Damage to Property of Paragraph 2, Exclusions of SECTION I COVERAGES, COVERAGE

Leopardo Companies, Inc.

Cincinnati Insurance Company Policy Number: CPP0895551 Policy Term: November 19, 2008 to November 19, 2009

MATERIAL COVERAGE CHANGE OR CANCELLATION NOTIFICATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PACKAGE POLICY BUSINESS AUTO COVERAGE PART CLAIMS-MADE EXCESS LIABILITY COVERAGE PART COMMERCIAL CRIME COVERAGE PART COMMERCIAL PROPERTY COVERAGE PART COMMERCIAL GENERAL LIABILITY COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART COMMERCIAL UMBRELLA LIABILITY COVERAGE PART **DENTIST'S PACKAGE POLICY EXCESS LIABILITY COVERAGE PART FARM COVERAGE PART** LIQUOR LIABILITY COVERAGE PART MACHINERY AND EQUIPMENT COVERAGE PART POLLUTION LIABILITY COVERAGE PART PRODUCTS / COMPLETED OPERATIONS COVERAGE PART PROFESSIONAL LIABILITY COVERAGE PART PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE

SCHEDULE

Name of Person or Organization:

Certificate Holder as shown on the Certificate of Insurance to which this Endorsement is attached

Mailing Address:

Material Change Notification - Number of Days 60

Provision is activated by checking the box(es):

X Cancellation Notification

In the event of cancellation, we agree to mail or deliver notification to the first Named insured and the person or organization shown in the Schedule.

X Material Change Notification

In the event of a meterial change in coverage requested by the insured or initiated by us which reduces or restricts coverage other than:

- (1) The reduction of aggregate limits through reserves or payments of claims; or
- (2) Routine automobile changes;

we agree to mall or deliver notification to the person or entity shown on the Schedule. The notification will be at least the number of days shown in the Schedule before the effective date of the coverage change.

Amendment to Cancellation - Notice to Certificate of Insurance Holder



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	
PEC 3769873 08	05/19/2009	05/19/2010	05/19/2009	24001013	Said Litetif	Return Prem,

Named Insured and Mailing Address:

LEOPARDO COMPANIES, INC. 5200 PRAIRIE STONE PARKWAY HOFFMAN ESTATES, IL 60192

Person or

Organization:

Mailing address:

Producer:

SPILLMAN & WOTYLA INC 568 PENNSYLVANIA AVE GLEN ELLYN, IL 60137-4139

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Professional Environmental Consultant's Liability Insurance Policy

Chicago, IL 60602

Professional Environmental Consultant's Liability Insurance Policy - Claims Made and Reported Coverage

Professional Consultant's Liability Insurance Policy - Claims Made and Reported Coverage

Contractor's Pollution Liability Insurance Policy

Contractor's Pollution Liability Insurance Policy - Claims Made and Reported Coverage

Schedule	
The Public Building Commmission	1
Richard J. Daley Center Room 200	

In consideration of the payment of premium and the Deductible by you and in reliance upon the statements in the Application made a part hereof, we agree with you, subject to all the terms, exclusions and conditions of the policy that CONDITIONS paragraph D. Cancellation is deleted and replaced by the following:

D. CANCELLATION

- 1. This policy may be canceled by the first Named Insured or by us.
- 2. This policy may be cancelled by the first Named Insured by surrender thereof to us or by malling to us written notice stating when, thereafter, the cancellation shall be effective.
- 3. We may cancel this policy by mailing to the first Named Insured at the address shown in this policy, a notice stating when thereafter (not less than thirty (30) days, or ten (10) days for non-payment of premium) such cancellation shall be effective. The mailing of notice as previously mentioned shall be sufficient proof
- 4. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the "policy period."
- 5. Delivery of such written notice either by the first Named Insured or by us shall be equivalent to mailing

- 6. We will give notice of our cancellation of this policy by us to the person or organization shown in the Schedule above, at the address shown in the Schedule at least ten (10) days before the effective date of cancellation for non-payment of premium or at least thirty (30) days before the effective date of cancellation for reasons other than non-payment of premium. However, our failure, if any, to timely give notice to any one person or organization shown in the Schedule shall not invalidate or modify any notice of cancellation we give to the first Named Insured or any other person or organization shown in the Schedule.
- 7. If this policy is cancelled by the first Named Insured, or deemed to be cancelled by the first Named Insured, notwithstanding anything in this policy or any endorsement to the contrary, we will not and shall not be obligated to send notice of cancellation by the first Named Insured to any person or organization.
- 8. If we cancel this policy, the return premium will be pro rate subject to any minimum earned premium that may apply. If the first Named Insured cancels this policy, the return premium may be less than pro rate subject to any minimum earned premium that may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.



Amendment to Cancellation - Notice

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
PEC 3769873 08	05/19/2009	05/19/2010	05/19/2009	24001013		

Named Insured and Mailing Address:

LEOPARDO COMPANIES, INC. 5200 PRAIRIE STONE PARKWAY HOFFMAN ESTATES, IL 60192

Producer:

SPILLMAN & WOTYLA INC 568 PENNSYLVANIA AVE GLEN ELLYN, IL 60137-4139

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Professional Environmental Consultant's Liability Insurance Policy

Professional Environmental Consultant's Liability Insurance Policy - Claims Made and Reported Coverage

Professional Consultant's Liability Insurance Policy - Claims Made and Reported Coverage

Contractor's Pollution Liability Insurance Policy

Contractor's Pollution Liability Insurance Policy - Claims Made and Reported Coverage

In consideration of the payment of premium and the Deductible by you and in reliance upon the statements in the Application made a part hereof, we agree with you, subject to all the terms, exclusions and conditions of the policy that CONDITIONS paragraph D., Cancellation, shall be deleted and replaced with the following:

D. CANCELLATION

This policy may be canceled by the first Named Insured by surrender thereof to us or any of our authorized brokers or by mailing to us written notice stating when the cancellation shall be effective. This policy may be canceled by us by mailing to the first Named Insured, at the address shown in this policy, a notice stating when thereafter (not less than sixty (60) days, or 10 days for non-payment of premium) such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the "policy period." Delivery of such written notice either by the first Named Insured or by us shall be equivalent to mailing.

If we cancel this policy, the return premium will be pro rata subject to any minimum earned premium that may apply. If the first Named Insured cancels this policy, the return premium may be less than pro rata subject to any minimum earned premium that may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

ADDENDUM NO. 1 TO CONTRACT NO. 1493

Valley Forge Park and Fieldhouse For New Construction

DATE: August 28, 2009

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

CHANGES TO BOOK 1

Changes to Book 1 PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS:

Change 1:

In Book 1, section III. Instructions to Bidders, DELETE in its entirety item K. Local Business Subcontracting Participation and Community Hiring and REPLACE as follows;

K. Local Business Subcontracting Participation and Community Hiring

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

- 1. Local Subcontracting Requirement
 - a. General contractors that are Local Businesses (as defined below) are required to award 25% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
 - b. General contractors that are <u>not</u> Local Businesses are required to award 35% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
 - c. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for Non-City-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple municipalities, such as the Metropolitan Water Reclamation District, "Local Business" shall be defined in the bid documents for that project. The source of funding for the project is identified in Section II.A.18 above.
- Community Residents Requirements. At least 7.5% of the project labor must be performed by residents of the Project Community as defined in the Contract documents.
 - a. Two-thirds of the 7.5% (or 5%) of the aggregate hours of Work to be performed by Contractor and Subcontractors under this Contract may be complied with through new hires or current employees of the Contractor who are construction trade workers and residents of

Mayor Richard M. Daley, Chairman ADDENDUM NO. 1

the Project Community.

b. One-third of the 7.5% (or 2.5%) of the aggregate hours of Work to be performed by the Contractor and Subcontractors under this Contract must be new hires who are residents of the Project Community and may be comprised of construction trade workers or jobsite support positions, including, but not limited to, security, data entry clerks, schedulers, traffic monitoring personnel, field engineer, superintendent, project manager and site administrative support staff.

CHANGES TO BOOK 2 - STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS:

Change 1: In Book 2, article 21. Compliance With All Laws, section 21.03, Chicago Residents and Community Residents as Employees, subsection c. Community Hiring change to read as;

c. Community Hiring

- (1) With respect to this construction contract, it is the policy of the Public Building Commission of Chicago to encourage creation of career opportunities for interested residents of the Project Community within the construction trades, and to encourage employment of both skilled and unskilled workers from among available residents of the Project Community. The following Project Community resources are available as employment referral sources in connection with this Contract
- (2) Community Residents Requirements. At least 7.5% of the project labor must be performed by residents of the Project Community as defined in the Contract documents
 - Two-thirds of the 7.5% (or 5%) of the aggregate hours of Work to be performed by Contractor and Subcontractors under this Contract may be complied with through new hires or current employees of the Contractor who are construction trade workers and residents of the Project Community.
 - ii. One-third of the 7.5% (or 2.5%) of the aggregate hours of Work to be performed by the Contractor and Subcontractors under this Contract must be new hires who are residents of the Project Community and may be comprised of construction trade workers or jobsite support positions, including, but not limited to, security, data entry clerks, schedulers, traffic monitoring personnel, field engineer, superintendent, project manager and site administrative support staff.
- (3) In order to encourage maximum employment of interested and available residents of the Project Community on this project, the following bonus calculation applies: In calculating the on-Site worker hours performed by actual residents of the City of Chicago, hours worked by residents of the Project Community will be multiplied by 1.5 for the purpose of determining the award criteria calculation in the bid.
- (4) The Commission is aware that certain subcontract agreements under this Contract may obligate subcontractors to fulfill requirements for employment of City of Chicago residents under this Contract. Should the Contractor receive bonus calculations under the foregoing provisions as a result of residents of the Project Community employed by any subcontractor obligated to fulfill requirements for employment of City of Chicago residents, then the Contractor must allow a bonus, in the same amount it receives, in favor of each and every such Subcontractor.

Change 2: In Book 2, article 21. Compliance With All Laws, section 21.03Chicago Residents and Community Residents as Employees, subsection 2.b.c Definitions, change to read as follows;

Mayor Richard M. Daley, Chairman ADDENDUM NO. 1

2. Definitions

- b. "Residents of the Project Community" means persons domiciled within the "Community," as defined in Book 1, Section II, A.6.
- c. "New hires" shall mean residents of the Project Community who have been employed by the Bidder for the first time as a permanent, full-time employee of the firm.

Change 3:

In Book 2, DELETE in its entirety Exhibit T-Community Hiring Commitment Form and Exhibit U-Workforce Projection/Community Hiring Plan ("Workforce Plan") and REPLACE with the revised attached Exhibits T & U, dated August 2009 (Rev.1).

CHANGES IN BOOK 3 (1 of 2) - TECHNICAL SPECIFICATIONS

Change 1: Delete Spec Section 01782, part 1.1 (A), "Refer to commissioning section, 01 91 13". Add Spec Section 01782, part 1.1 (A), "Refer to the Commissioning section, 01810".

Change 2: Delete Spec Section 01782, part 1.2 (E), "(i.e. 23 21 23 Hydronic Pumps)". Add Spec Section 01782, part 1.2 (E), "(i.e. 15185 Hydronic Pumps)".

Change 3: Delete Spec Section 01810, part 2.2.

Change 4: Delete Spec Section 02350, part 2.3 Para. A.1 "Sub Drains"

Add Spec Section 02350, part 2.3 (A.1), "Sub drains are required for this pavement design due to the sub grade soil conditions. Refer to Civil Engineering drawings for further details".

Change 5: Delete Spec Section 02350, part 2.3 Para. A.2 "Sub Drains"

Add Spec Section 02350, part 2.3 (A.2), "The sub drainpipe shall consist of a PVC perforated pipe.

The pipe shall be placed in a trench at the sub grade elevation and surrounded with a minimum of 4 inches of approved clear crushed gravel. The sub drain shall drain into a catch basin or other frost-free positive outlet. Refer to drawings and details for further information".

Change 6: Add Spec Section 02511, part 1.1 (A.3), "Placing bituminous concrete binder and surface course".

Change 7: Delete Spec Section 02511, part 1.4 (A), "Board". Add Spec Section 02511, part 1.4 (A), "Owner".

Change 8: Add Spec Section 02511, part 3.2 (A), "Observe the proof-rolling of the subgrade prior to placing base course material".

Change 9: Delete Spec Section 02520, part 2.2 (A), "in Section 02200".

Add Spec Section 02520, part 2.2 (A), "by IDOT in the standards for Road and Bridge Construction".

Change 10: Add Spec Section 02520, part 1.1A, 10 "Seal Paving"

Change 11: Delete Spec Section 02900, part 1.7 (A1) "In lieu of the provisions as to warranties in the general conditions,".

Change 12: Delete Spec Section 03300, Part 1.2, B.1 Mayor Richard M. Daley, Chairman ADDENDUM NO. 1

Delete Spec Secton 03300, Part 1.2, B.2 "Earth Moving". Add "Earthwork"

Change 13:

Delete Spec Section 03300, Part 2.11.

Change 14:

Delete Spec Section 03300, part 2.15 (B) "Slabs-on-Grade: Proportion normal - weight concrete mixture as follows:"

Add Spec Section 03300, part 2.15 (B)

*1. Minimum Compressive Strength: 4000 psi (27.6 MPa) at 28 days.

2. Minimum Cementitious Materials Content: 470 lb/cu. yd. (279 kg/cu. m)

3. Slump Limit: 4 inches (100 mm) plus or minus 1 inch (25 mm).

4. Air Content (for Exterior slabs on grade only): 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch (19-mm) nominal maximum aggregate size.

5. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent."

Change 15

Add Spec Section 03300, part 3.9, D.2.b "At Multipurpose room, floor flatness shall be 1/8" in 10 ft maximum variation to comply with wood floor manufacturer's requirements.

Change 16:

Delete Spec Section 04200, part 1.5, D "Comply with requirements Division 1 Section "Quality Requirements" for mockups.

Change 17:

Delete Spec Section 04200, part 2.10, E

Change 18:

Delete Spec Section 04200, part 2.12A. Add new Spec Section 04200, part 2.12A:

Rubberized-Asphalt Flashing System: Shall consist of Composite flashing product consisting of a pliable, adhesive rubberized-asphalt compound, bonded to a high-density, cross-laminated polyethylene film to produce an overall thickness of not less than 0.040 inch; self adhesive preformed flashing corners and end dams; primer; stainless steel drip edge of 15 mil thickness, 3 "wide, with hemmed 30 degree bent down edge: stainless steel drip edge corners and termination bars.

Products: Basis of design Illinois Products Corporation or, subject to compliance with requirements, provide one of the following:

Advanced Building Products Inc.; Peel-N-Seal.

Dayton Superior Corporation, Dur-O-Wal Division; Dur-O-Barrier Thru-Wall Flashing. Grace Construction Products, W. R. Grace & Co. - Conn.; Perm-A-Barrier Wall Flashing. Polyguard Products, Inc.; Polyguard 400.

Change 19:

Delete Spec Section 05500, part 2.6, C

Change 20:

Delete Spec Section 07210, part 1.2, A.3

Change 21:

Add Spec Section 07272, part 1.1, A.2: "Sheet Metal Air Barrier Transitions at Perimeters"

Change 22:

Add Spec Section 07272, part 2.2, M: "Sheet Metal Air Barrier Transitions: 20Ga (0.035") zinc coated steel sheet, G90 Coating."

Change 23:

Add Spec Section 07272, part 3.2, F: "For transitions that do not allow for use of self adhering membrane strips, utilize sheet metal transitions. Seal joints and terminations and anchor to concrete masonry. Do not anchor into window or door frames."

Mayor Richard M. Daley, Chairman ADDENDUM NO. 1

Change 24 Delete Spec Section 07710, part 1.1 A.

Add Spec Section 07710, part 1.1A: "Furnish all labor, materials, tools and equipment to unload, hoist and install Green Roof Tray System. The Green Roof Tray System shall include modules, growth media and the vegetation as specified on the drawings."

Change 25 Delete Spec Section 07710, part 1.4, D: "It shall be Owner's responsibility". Add Spec Section 07710, part 1.4D. "It shall be Architect's responsibility"

Change 26 Delete Spec Section 07710, part 3.2 A and B. Add Spec Section 07710, part 3.2:

- A. Perform module installation only after appropriate roofing system, with the proper taper to allow for drainage, has been installed and inspected.
- B. Perform leak detection testing, Electric Field Vector Mapping Test, prior to module installation to confirm water tightness.
- Change 27 Delete Spec Section 07710, part 3.6A: "Owner" Add Spec Section 07710,3.6A: "Landscape Architect"
- Change 28 Add Spec Section 07841, part 1.4, D: "Submit through penetration fire stop system assemblies for review."
- Change 29 Add Spec Section 07842, part 1.4C: "Submit through penetration fire stop system assemblies for review."
- Change 30: Add Spec Section 08311, Part 1.3, (A1, 2)

 1. Submit shop drawings for review before ordering panels. Where fire rating is required, furnish label doors compatible with fire rating of assembly.
 - Access panels shall be of sufficient size to make possible the servicing, adjustment, removal and replacement of the concealed equipment through the opening provided. Panels shall be sized as shown on Drawings, or if sizes are not shown, they shall be a minimum of 16" and 24" in walls and 24" x 24" in ceilings.
- Change 31: Delete Spec Section 08331 in its entirety.

 Add New Spec Section 08331, Access Doors and Frames.
- Change 32 Delete Spec Section 08411, part 1.9, A.2: "5 years" Add Spec Section 08411, part 1.9, A.2: "10 years"
- Change 33 Delete Spec Section 08411, part 1.9, B.1: "10 years" Add Spec Section 08411, part 1.9, B.1: "20 years"
- Change 34 Delete Spec Section 08411, part 2.7, A.1
- Change 35 Add Spec Section 08423, part 1.3, F: "Provide shop drawings showing elevations and construction details including interface with adjacent construction."
- Change 36: Add Spec Section 08442, part 1.2 Para B.5 "Division 8 Section, "Glazing"
- Change 37: Delete Spec Section 08442, part 3.4.

Add Spec Section 08420, part 3.3 "Field Quality Control".

- A. Field Tests: Contractor shall perform and pay for onsite tests of selected installed Structural-sealant-glazed curtain wall components. Test newly installed Structural-sealant-glazed curtain wall products as directed by the Commission's Representative for air leakage and water penetration resistance.
 - All new Structural-sealant-glazed curtain wall products shall be field tested in accordance with AAMA 503-08 and AAMA 501.2 by an AAMA accredited laboratory approved by the Commission's Representative..
 - a. Independent testing laboratory engaged to perform tests will meet all requirements of AAMA 204-98.
 - Costs for all tests, both original and retest shall be paid for by the responsible Contractor. All unsuccessful tests, both original and retest, shall be paid for by the responsible Contractor.
 - 3. All testing work in accordance to AAMA 503-08 of newly installed Structural-sealant-glazed curtain walls shall commence at initial Structural-sealant-glazed curtain wall installation and shall be completed prior to issuance of a certificate of substantial completion for Structural-sealant-glazed curtain wall work; and in no case more than six months after the date of substantial completion of the installation. Any field testing required six months beyond the date of completion of Structural-sealant-glazed curtain wall installation, will be done in accordance with AAMA 501.2 and AAMA 511-08.
- B. AAMA 503-08 Testing Requirements:
 - Testing Quantity: Erect test chambers for each Structural-sealant-glazed curtain wall product type identified for testing. Test chamber is to encompass full width and height of Structural-sealant-glazed curtain wall. Test two (2) Structural-sealant-glazed curtain wall products of each type for air infiltration and water penetration as specified in accordance to AAMA 503-08 after the initial Structural-sealant-glazed curtain wall products have been completely installed.
 - Test Parameters:
 - a. Air infiltration field tests shall be conducted at the same uniform static test pressure as the laboratory test unit. The Maximum allowable rate of air leakage shall not exceed 1.5 times the laboratory test unit for hardware and glazing types consistent with the laboratory test unit. The field test air leakage rate shall not exceed 1.5 times the maximum allowable laboratory performance specified in the testing criteria listed in Section 1.3.E above for any configuration.
 - 1) Test Areas: One bay wide, but not less than 20 feet, by one story of structural-sealant-glazed curtain wall.
 - 2) Perform a minimum of two tests in areas as directed by Architect.
 - b. Water penetration field tests shall be conducted at a static test pressure of 90% of the laboratory test performance values for hardware and glazing types consistent with the laboratory test unit. The field test water test pressure shall not be less than 90% of the minimum allowable laboratory performance specified in the testing criteria listed in Section 1.3.E above for any configuration.
 - 1) Test Areas: One bay wide, but not less than 20 feet, by one story of structural-sealant-glazed curtain wall, as indicated on Drawings
 - 2) Perform a minimum of four tests in areas as directed by Architect.
 - c. Testing by Method "B"
 - d. Water Test No leakage allowed.
- C. Structural-Sealant Adhesion:

- Test structural sealant according to recommendations in ASTM C 1401, Destructive Test Method A, "Hand Pull Tab (Destructive)," Appendix X2.
 - a. Test a minimum of four areas on each building facade.
 - b. Repair installation areas damaged by testing.
- D. All work on Structural-sealant-glazed curtain walls that fail the field tests shall be reexecuted until the installation passes the field testing. Modify methods of installation of subsequent work to incorporate required corrections identified by the testing process.
- Change 38: Delete Spec Section 08520, Aluminum Windows in its entirety. Add new Section 08520, Aluminum Windows.
- Change 39: Add Spec Section 09652, part 2.1, A.2: "Earthsaver Series, by Rubberflex Specialty Flooring".
- Change 40 Add Spec Section 09751, 2.8, A.6: "All exposed to view edges to be finished to match face finish."
- Change 41: Delete Spec Section 09970, part 1.2, A.1 and 2.

 Add new Spec Section 09970, part 1.2, A.1 "Surface preparation and application of metallic high-performance coating on exterior exposed surfaces of exterior and interior exposed structural steel."
- Change 42: Delete Spec Section 09970, part 2.2 (A.1), "Carboline".

 Add Spec Section 09970, part 2.2 (A.1), "PPG Architectural Finishes, Inc.; Zinc Rich Primer, Coraflon ADS 570".
- Change 43: Delete Spec Section 09970, part 2.3 (A.1.a), "Carboline".

 Add Spec Section 09970, part 2.3 (A.1.a), "PPG Architectural Finishes, Inc.; High Build Epoxy, Coraflon ADS 538".
- Change 44: Delete Spec Section 09970, part 2.3 (B.1.a), "Carboline".

 Add Spec Section 09970, part 2.3 (B.1.a), "PPG Architectural Finishes, Inc.; Fluoropolymer Metallic Pearlescent, Coraflon ADS".
- Change 45: Add Spec Section 09970, part 3.2, D "Caulk joints and interfaces that lack or have limited paint coverage. Use compatible urethane sealant.

CHANGES IN BOOK 3 (2 of 2) - TECHNICAL SPECIFICATIONS

- Change 46: Delete Spec Section 15010, part 2.1, "Manufacturers Not Applicable".
- Change 47: Delete Spec Section 15010, part 2.2 Para. D.
- Change 48: Delete Spec Section 15010, part 3.1 Para. A.1 and A.2.

 Add Spec Section 15010, part 3.1 (A.1), "Maintaining of Present Services: Maintain all services in the existing adjacent building. This shall include all temporary or permanent piping connections, etc., required to provide and maintain services to the present buildings and the equipment served. In the case of change over piping, or where new service connections are to be made to existing services and service interruptions can in no way be avoided, the service interruptions shall be with the minimum of inconvenience to the Owner. If the Owner directs that such work be performed during premium time hours, then the Contractor shall be reimbursed for the premium time portion of the direct labor cost of the workmen actually performing the work. All costs (except for premium

time portion of labor costs) incurred in order to comply with the foregoing shall be included in the Contractor's original bid for the work and without additional costs to the Owner".

Change 49:

Delete Spec Section 15050.

Add new Spec Section 15050, Basic Mechanical Materials and Methods.

Change 50:

Delete Spec Section 15051, part 2.2 (A, B, C and D).

Add Spec Section 15051, part 2.2 (A) "Access panels are furnished and installed by the general contractor; see section 08311 for access panel specifications. For all mechanical equipment requiring mechanical access, the mechanical contractor is responsible to coordinate locations of access panels with the general contractor and provide additional access panels, if not shown,"

CHANGES TO BOOK 3A ~ INFORMATION FOR REFERENCE ONLY

Change 1:

Add "Electronic Survey Report", GSG Consultants, dated 2/26/2009, for reference only

Change 2:

Add "Subsurface Exploration and Geotechnical Exploration", GSG Consultants, dated 4/14/2009, for reference only.

Change 3:

Add "Test Pit Investigation Report", GSG Consultants, dated 4/14/2009, for reference only.

Change 4:

Add "Limited Soils Analysis Report", GSG Consultants, dated 7/16/2009, for reference only.

CHANGES TO DRAWINGS - (Changes will be shown on Issued for Construction Documents and have been added to Attached Drawings)

CIVIL drawings

Change 1:

Ref C402

Revised Sanitary invert elevation shown exiting the north wall foundation from 29.00 to 30.50

Change 2:

Delete Detail #1, "Option B-Commercial and Residential Driveway with Curb". Not applicable.

Change 3:

Ref C503

Delete Detail 3.

Change 4:

Ref C602, Note 11

Revise Note 11 to read "Provide new topsoil in tree and shrub areas as indicated on drawings . Provide minimum 9" topsoil at grass areas, using existing topsoil. Stockpile excess topsoil for reuse".

Delete note: "Planting, seeding and sodding to be provided by Owner".

LANDSCAPE drawings

Change 5:

Delete note on plan "Striping by CPD"

Change 6:

Ref L102

Revise General Planting note 9 as follows: "All planting areas shall be received by Landscape

Contractor to +/- 0.1 ft to finish grade."

Mayor Richard M. Daley, Chairman ADDENDUM NO. 1

Change 7:

Ref L103

Add Note 3 "Contractor shall touch up or repair existing ornamental fence to remain, within Scope of Work Limit Line, as necessary to eliminate all rust and deterioration. Touch up and repair to include at a minimum sanding, priming and finish paint".

Change 8:

Ref L200, Plant Schedule

Revise "Quantity 4 x 4 tray" to "Quantity by 2 x 4 tray"

STRUCTURAL drawings

Change 9:

Ref S300, Detail 8 and S002, Curb Diagram Plan

Detail is revised to include interior curb (and associated reinforcing) as shown in plan on Sht S002.

See architectural drawings for exact locations.

Change 10

Ref S501, Detail 8

Detail has been revised to coordinate with architectural detail. Additional WT information provided.

ARCHITECURAL drawings

Change 11

Ref A100

Delete note on plan "Practice Sports Field - NIC Striping, Goals, etc. "

Change 12

Ref A101

Concrete pad at Trash Enclosure to extend 5 ft beyond enclosure per drawing C202

Change 13

Ref A300

Detail 1 - Painted steel pin-mounted letters to be fabricated from 1/2" steel plate, painted using

high-performance paint system. Letters are 8" tall at building and 6" tall at canopy.

Change 14

Ref A410, A411

Clarified floor slopes. At Shower room, slope 1/4" per foot to drain. At other locations, slope 1/8"

per foot. No slope required at Pantry and Clubroom sinks.

Change 15

Ref A200

Permeable Paver pattern is diagrammatic. See Specification for pattern.

Change 16

Ref A421

Elevation 1 - Delete "Bathroom Vending Dispenser".

Change 17

Ref A421, A422

Note "Tile Cove Base - CT-1" to read " Porcelain Tile Cove Base" .

Change 18

Ref A423

Detail 7 - Revise height of ceramic tile to 7'-6" above floor per elevation

Revise note: "Garbage disposal at Pantry only".

Change 19

Ref A454

Add Detail 3 - Section through Interior Load Bearing Corridor Wall.

Change 20

Ref A601

Revise Door Schedule as follows: Door 122.2 - Frame to be Type 4. Door to be Type 4.

Change 21

Ref A602

Mayor Richard M. Daley, Chairman ADDENDUM NO. 1

Add Detail 8A (Detail at Diffuser Frame Type 5)

Change 22

Ref A603

Revise Room Finish Schedule as follows: Rm 103 - Carpet floor with vinyl base

Change 23

Ref A604

Delete "Spray Foam Insulation" from Roof Construction components.

ELECTRICAL drawings

Change 24

Ref E003 and E201

Add electrical requirements for Fire Shutter.

Change 25

Ref E004

Revise Note 7 as follows: "Contractor shall provide smoke detectors on both sides of fire shutter, where shown on plan, which is held open. Activation of any fire alarm device in the building shall release fire shutter. Provide interface output(s) from the fire alarm system to fire shutter."

Change 26

Ref E201 plan and E003, Panel Schedule

Garbage Disposal power shown on plan and added to Panel RP-1

Change 27

Ref E201, General Note 9

Delete "Verify exact requirements with Building Owner".

Add "System to include 2 hubs and Coverage shall include Clubrooms, Fitness room and Reception/Office. Provide all hardware and software requirements for a Cisco system."

Change 28

Ref E301

General Note 1 - Add "(4) - 4" Schedule 40 PVC Conduit to be installed minimum 42" below

grade."

General Note 2 and 5. - Add "Provide pull rope for future cable installation"

MECHANICAL

Change 29

Ref M101.1

Added Key note for GFB-1

Change 30

Ref M101.2,

Add (2) Fire Dampers at 1 hour corridor walls at Multipurpose room

QUESTIONS & ANSWERS:

Q1:

Will there be Building Automation on this project?

A1:

No.

Q2: Does this project have environmental concerns?

A2: Refer to Book 3A Technical Specifications

Q3: Is there any low voltage associated with this project? (i.e. voice, data, fire alarm, security?)

A3: Yes, See Electrical and Security drawings

Q4:

On page A604 under Roof Construction, the architect has specified lcynene 1/2lb Open Cell Spray Foam. This does not match the information provided on the other A drawings. The cut sections are calling for a Closed Cell spray foam. Please advise if this is to be Open or Closed Cell Spray Foam.

A4: Both Open and Closed Cell are specified. See drawings for location. Reference Drawing Change 23 above.

- The 04200 specs call for "zinc-coated copper" with no additional information other than "complying with Division 7 Section "Sheet Metal Flashing and Trim". Section 0760 offers no information for masonry flashing. Section 1/A450 on the drawings clls for "stainless steel through wall flashing". Section 7/A502 calls for "through wall flashing with stainless steel drip edge flashing". Please advise.
- A5: See Book 3 Technical Specifications Change 18 above.
- Q6: Note #8 on S100 indicates the 6" CMU to have vertical reinforcement of #5 on 24" oc. However on S401, the same walls are indicated to have #5 at 32" oc. Please confirm which is to be followed.
- A6: S100 is correct. Rebar spacing should be at 24" oc.
- Q7: In Spec Section 08716 Automatic Door Operators, a UL325 system is required. Please verify if this is a requirement.
- A7: UL325 is not a requirement for Automatic Door Operators.
- Q9: Please clarify the extent of waterproof membrane in the shower, room 106.
- A9: Waterproof membrane is required on shower room floor and walls.
- Q10: Please clarify height of tile on Pantry walls. Elevation on Sht A423 shows tile to 7'-6". Detail 7/A423 shows tile full height.
- A10: Elevation 5/A423 is correct. Tile to be placed to 7'-6" A.F.F.
- Q12: Will soil borings be issued for this project?
- A12: Yes. Refer to Book 3A, "Subsurface Exploration and Geotechnical Exploration", GSG Consultants, dated 4/14/2009, for reference only.
- Q13: In spec section 05400, item 2.3.A.1 calls for all non bearing wall framing to be .0538" thick. Or 16 gauge. Spec section 09111, item 2.3.A.1 calls for all steel studs and runners to be 20 gauge. The typical partition details on drawing A600 also have listed 20 gauge studs (with the exception of 25 gauge at some type F walls). Please clarify the gauge required.
- A13: Spec Section 05400 deals with miscellaneous steel stud framing used for storefront support. Section 09111 and details on A600 relate to interior partitions. Gauge information is correct as shown.
- Q14: Is Railroad Protective Insurance required to be furnished by the GC on this project?

 Yes. \$5 Million per Occurrence, and \$10 Million in Aggregate.
- Q15: Section 1/A453 shows a section of the wall at the Multipurpose Room. The foundation is shown with a 6" high curb which supports the granite sill and face brick. However, Section 8/S300 shows no curb for the same wall. Which is correct?
- A15: Section 1/A453 is correct. See Changes to Drawings, Change 9 for revised Section 8/S300.
- Q16: On drawing A200, the walls of room 117 on column lines 3 and 6, from G to H, are marked as being section 1/A453. This section is an exterior wall with brick veneer, However, the walls on 3 and 6 are interior walls. Please clarify.
- A16: Refer to Changes to Drawings Change 19 above and Drawing A454 attached, where new Section has been added for clarification.
- Q17: Would Pittco EFG 800 Butt Glazed Curtain wall be an acceptable equal to the Systems specified?
- A17: No. Provide manufactures as listed in Specification 08442.
- Q18: Per Book 2 and 2A the Contractor is to pay for any fees required for gas service. Upon discussions with People's Energy it is understood the gas company will pay for only 60' of service on the property and the

remaining cost will require a quotation from People's Energy. Based on the bid documents there is over 60' of gas service on the proposed construction site. People's Energy indicated they will not quote the GC, only the owner or end user for the additional gas service cost. Furthermore, it was discussed the "Existing Main" as detailed on the drawings does not exist and a possible fee will be required to extend the Gas Main for connection. Please advise how to bid this portion as to allow all GC's the same assumption.

- A18: The PBC will pay Peoples Energy for any main extension that may be required, installation of the gas service piping from the main to the meter, and installation of the meter itself. All other piping and any gas usage charges prior to Substantial Completion will be the responsibility of the Contractor.
- Q19 Provide specifications for exterior metal letters.
- A19 See Changes to Drawings, Change 13 above.
- Q20 Can the site superintendent also fulfill the staffing requirement of the on-site Quality Officer, On Site Safety Representative and MEP Coordinator? Can the project manager also fulfill the LEED AP staffing requirement for the project?
- A20 The site superintendent cannot also fulfill the staffing requirement of the Contractor's Quality Representative (CQR). The CQR must meet the requirements outlined in Book 2 Section 13.02 and Book 2A Section 01400.

 Neither can the site superintendent also fulfill the staffing requirement of the Mechanical and

Electrical Coordinator (MEP Coordinator). The MEP Coordinator must meet the requirements outlined in Book 2 Section 9.05

The Project Manager may qualify to fulfill both the Project Manager and LEED AP roles for the

The Project Manager may qualify to fulfill both the Project Manager and LEED AP roles for the Project, subject to the requirements of Book 2 Sections 9.02 2 and 20.08 2, and Commission approval.

- Q21 Can stone base be 3/8" or 2cm?
- A21 Yes, provide 12" length
- Q22 Will the requirement for continuous settlement monitoring remain in the scope of work?
- The specifications do not require settlement monitoring and it is not a part of the scope.
- Q23 Will any amendments be required for the existing topsoil to be re-used on site
- Amendments to the existing topsoil will not be required unless during stockpiling operations existing topsoil is mixed with other soils or deleterious material(s) as determined by the Landscape Architect. Re-use must comply with Specifications and Note 11 on C602. See also Changes to Drawings Change 4 above.
- Q24 What is the construction fencing requirement?
- A24 Install 8' tall chain link construction fence post driven (no concrete encasement) with construction screen unless noted otherwise.
- Q25 Sheet C402 shows bioinfiltration trench width to be 7' and 4'. Sheet A502, Detail 5 shows it at 4'. Please clarify
- A25 Detail 5/ Sheet A502 governs. Width of bioinfiltration trench is 4 ft.

END OF ADDENDUM NO.1

List of Attachments:

EXHIBIT T Community Hiring Commitment Form AUGUST 2009 (Rev.1) EXHIBIT U Workforce Projection/Community Hiring Plan ("Workforce Plan") AUGUST 2009 (Rev.1)

Spec Sections:

Book 3 (1 or 2)

08331

08520

Book 3 (2 of 2)

15050

Book 3A

Drawings:

S002

S501

S300

A454

A602

E003

E004

E201

M101.1

M101.2

EXHIBIT T COMMUNITY HIRING COMMITMENT FORM

Only the successful bidder is required to complete and return this form to the public building commission of Chicago's contract officer immediately following the issuance of the notice of award. Please refer all questions to the contract officer.

The Commission has established a 7.5% community hiring goal on this Project. The residents of the Project Community are defined in Book 1.

Two-thirds of 7.5 percent or five percent (5.0%) of the 7.5% community hiring goal on this project may be complied with through the hiring of existing construction trade employees of the contractors who are residents of the project community, as well as hiring residents of the project community who are construction trade workers as new hires.

One-third of the 7.5% or two and one-half percent (2.5%) of the 7.5% community hiring goal on this Project are to be new hires and may be complied with through the hiring of interested residents of the project community within the construction trades, as well as in jobsite support positions such as security, data entry clerks, timekeepers, etc.

Specific Trade:	Joh Site Support Position
Union Local:	Job Site Support Position:
Approximate month/year of hire:	Hourly Rate of Pay:
MonthYear	MonthYear
Specific Trade:	
Union Local:	Job Site Support Position:
Approximate month/year of hire:	Hourly Rate of Pay:
MonthYear	Approximate month/year of hire: MonthYear
Specific Trade:	Job Site Support Position:
Union Local:	Hourly Rate of Pay:
Approximate month/year of hire:	Approximate month/year of hire:
MonthYear	MonthYear
Specific Trade:	Job Site Support Position:
Union Local;	Hourly Rate of Pay:
Approximate month/year of hire:	Approximate month/year of hire:
MonthYear	MonthYear
Contractor to fill in type of position listed in Book	c 1 Section III.K.3
NULLE II VOLI DOVO ODDITORAL HILL timo commente i	y hire commitments, please use an additional form.
TOTE: If you have additional full-time communit	
	Title
	Title
	Mobile Phone

AUGUST 2009 (Rev.1

PUBLIC BUILDING COMMISSION

EXHIBIT U - WORKFORCE PROJECTION FORMICOMMUNITY HIRING PLAN ("WORKFORCE PLAN")

Name of General Contractor:

Anticipated Work Commencement Date.	nt Date:	Antici	Anticipated Work Completion Date:	c Comple	tion Date:									
Project Name:]	Contract Number:	Number:							
				Project	Projected Number of Full-Time Employees	er of Full-T	Time Fm	plovees			<u>.</u>			
JOB/TRADE CATEGORY	PROJECTED	NON-MINORITY	JORITY	MINORIT	<u> </u>	5	2	200				CITY	FILL TIME CONTRIBIL	2
	TIME							Female				T RESIDENTS	HIRING COMMITMENTS	<u> </u>
	EMPLOYEES	Make	Female	Asian	Black	Hispanic (Other	Asian	Black	Hispanic	Other	i i		2
Brick Masons										1				
Apprentices				-										
Equipment Operators														
Apprentices				-										
Carpenters				-										ļ .
Apprentices														
Sheet Metal								+						
Apprentices					-									
Cement Finishers									+					
Apprentices				+		-		-						
Electricians							-		1					
Apprentices						+								
Pipefitters														_
Apprentices							+	-	_					
Plumbers						1		+						
Apprentices														Γ
Painters				+		+		-						
Apprentices														
Other:						-		-						
Apprentices							+-	-						_
Other:					-									Γ-
Apprentices						-	_ _							
Other Positions:					-		+			+				_
*Job Title:							+							Г
*Job Title:						-			1					
*Job Title:				-	-		-		- -					Γ
*Contractor to fill in type of position listed in Book 1, Section III.K.3.	ted in Book 1, Secti	on III.K.3.				_								Ι
Signature of Contractor					č	Date:								1
PBCC - Workforce Projection Form					í	1				1				

Mayor Richard M. Daley, Chairman ADDENDUM NO. 1

Continued EXHIBIT U-WORKFORCE PROJECTION/COMMUNITY HIRING PLAN ("WORKFORCE PLAN")

Instructions for Completing Workforce Projection Form/Community Hiring Plan

- Workforce Projection Form
- Complete this form to be included with the first submittal of the other reporting forms.
- Anticipated Work Commencement Date: State the expected start date when the Contractor will begin work on the project.
- Anticipated Work Completion Date: State the expected ending date when the Contractor will conclude the work on the project.
- Number of Employees Projected: Indicate for the appropriate trade area(s) that will be utilized on this project the number of projected total number of full-time employees; number of males and females by minority (indicate ethnicity) and non-minority; number of city residents; number of community residents; and the number of projected full-time new hires.
- At the bottom of the form, the Contractor is required to sign and date the form.

AUGUST 2009 (Rev.1)