PBC original

Contractor: Sollitt/Oakley Joint Venture
Contact Name: John Pridmore
Address: 790 N. Central Ave.
City/State/Zip: Wood Dale, IL 60191
Phone Number: 630-860-7333

TO BE EXECUTED IN DUPLICATE

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

CONTRACT NO. 1464

Langston Hughes/Davis Developmental Elementary School
240 W. 104th Street
New Construction
CPS-22

PUBLIC BUILDING COMMISSION OF CHICAGO

Mayor Richard M. Daley
Chairman

Montel M. Gayles
Executive Director

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

Any contract entered into as a result of this bid process is governed by: Book1 "Project Information, Instructions To Bidders, and Execution Documents;" Book 2 "Standard Terms and Conditions for Construction Contracts (with Community Hiring Requirement);" Book 2A "Standard Terms and Conditions Procedures Manual;" and Book 3 "Technical Specifications" and the drawings.

January 2008

IV. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1464, including, but not limited to, a) Project Information, Instructions To Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), and Standard Terms and Conditions Procedures Manual (Book 2A) c), Technical Specifications (Book 3), d), Plans and Drawings, and e). Addenda Nos. (none unless indicated here) 1 + 2 + 3 + 4

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

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

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

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

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1464

BID FORM

	$AMOUNT
Work	$ 28,741,000
Electrical Switch Allowance	**$175,000.00**
CCTV Equipment Allowance	**$180,000.00**
Site Work Allowance	**$624,000.00**
Commission's Contingency Fund	**$500,000.00**
TOTAL BASE BID	$ 30,220,000

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

($ ~~29,041,142~~)
29,041,420 ⁰⁰ gm

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

Accepted by the Commission Yes	No	Alternate Description	Alternate Price
☐	☒	Alternate #1 (ADD) – Provide the asphalt-paved softball field and all associated elements. Refer to drawings and specifications for full description and details.	$250,000.00
☐	☒	Alternate #2 – (DEDUCT) – **In lieu of terrazzo flooring, provide vinyl composition tile flooring. Refer to drawings for full description.**	~~-$(336,000.00)~~ -$220,000
☐	☒	Alternate #3 – (DEDUCT) – In lieu of face brick 'A' and 'B' as outlined on the drawings and specifications, provide 16" utility face brick. Refer to drawings for full description.	-$(52,000.00)

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

Travelers Casualty and Surety Company of America

215 Shuman Blvd.

Naperville, IL 60563

Revised Alternate Page 21

SITE WORK Allowance Schedule

Item No.	Description of Work	Unit(s)	Unit Price
1	Loading, transportation and disposal of stockpiled contaminated soil.	Tons	$30.00
2	Excavation, loading, transportation and disposal of contaminated soil.	Tons	$45.00
3	Loading, transportation and disposal of stockpiled un-suitable soil.	Tons	$30.00
4	Excavation, loading, transportation and disposal of in-place un-suitable soil.	Tons	$45.00
5	Load, place and compact on-site fill material from stockpile.	Cubic Yards	$8.00
6	Excavate, load, place and compact on-site fill material.	Cubic Yards	$11.50
7	Demolition, removal, transportation and disposal of underground concrete footings and remnants. Paid to 1 foot below plan subgrade only.	Cubic Yards	$25.00
8	UST Removal (Tank < 5000 gal capacity),including any 1 drum of sludge, all fluids within the tank, excavation, transportation and disposal of contaminated soil to 4 feet on each side of actual tank dimensions, 2 feet below tank and associated backfill to meet existing grade.	Each	$28,100.00
9	UST Removal (tank of 5000-10,000 gal capacity), including any 1 drum of sludge, all fluids within the tank, excavation, transportation and disposal of contaminated soil to 4 feet on each side of actual tank dimensions, 2 feet below tank and associated backfill to meet existing grade.	Each	$44,000.00
10	UST Removal (Tank of > 10,000 gal capacity), including any 1 drum of sludge, all fluids within the tank, excavation, transportation and disposal of contaminated soil to 4 feet on each side of actual tank dimensions, 2 feet below tank and associated backfill to meet existing grade.	Each	$55,000.00
11	UST tank sludge removal and disposal (55-gallon drum)	Drums	$350.00
12	Bulk UST pump out (Liquids)	Gallons	$0.50
13	Waste characterization sample analysis for disposal authorization for soils removed under Allowance Schedule.	Sample	$1,500.00
14	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid.	Each	$1,500.00
15	Contaminated water - hauling and disposal of drums.	Drums	$300.00

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

Total Site Work Allowance Fund = $624,000.00

Notes:

1. All work associated with the above Site Work Allowance Schedule shall be approved in writing by the Authorized Commission Representative prior to proceeding.

2. Authorized Additional Excavation and replacement material will be paid for in accordance with the above Site Work Allowance Schedule.

3. Authorized Additional Excavation means excavation below subgrade elevations as provided in the plans and specifications due to the presence of unsuitable soil materials as determined by the Authorized Commission Representative.

4. The Unit Prices in this Site Work Allowance Schedule include all overhead and profit.

5. All unused portions of the Site Work 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

B. Acceptance of the Bid

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Secretary

Chairman

CONTRACTING PARTY
(Print or type names underneath all signatures)

Sollitt/Oakley Joint Venture — 790 N. Central Ave., Wood Dale, IL
Contractor Name — Address

If a Corporation:

By _____ — President
Title of Signatory

ATTEST:
By _____ — Secretary
Title

CORPORATE SEAL

If a Partnership:
The George Sollitt Construction Co.
Howard Strong — 790 N. Central Ave., Wood Dale, IL 60191
Partner — Address
Oakley Construction Company, Inc.
Augustine Afriyie — 7815 S. Claremont Rd., Chicago, IL 60620
Partner — Address

Partner — Address

If a Sole Proprietorship:

Signature

NOTARY PUBLIC
County of Dupage — State of Illinois
Subscribed and sworn to before me on this 28th day of February, 20 08.

Notary Public Signature
Commission Expires: 11/29/09

(SEAL)

OFFICIAL SEAL
NANCY PLANEK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/28/09

C. Corporate Resolution (if a Corporation)

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

The George Sollitt Construction Company

a corporation duly organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on May 23, 20 07, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated February 28, 20 08 to the Public Building Commission of Chicago, for Contract No. 1464 of said Commission;

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

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

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

President:	Howard Strong
Vice President:	John Pridmore
Secretary:	John Pridmore
Treasurer:	Daryl Poortinga
Assistant Secretary:	Nancy Planek

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 28th day of February, 20 08.

Secretary

C. Corporate Resolution (if a Corporation)

I, the undersigned, DO HEREBY CERTIFY that the following is a complete, true and correct copy of certain preambles and resolutions of the board of directors of Oakley Construction Company, Inc., a corporation duly organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on November 20, 20 07, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated February 28, 20 08 to the Public Building Commission of Chicago, for Contract No. 1464 of said Commission;

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

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

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

President:	Augustine Afriyie
Vice President:	Anthony Kwateng
Secretary:	Anthony Kwateng
Treasurer:	
Assistant Secretary:	

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 28th day of February, 20 08.

Anthony D. Kwateng
Secretary

V. PROPOSAL SUPPORT DOCUMENTS

A. Basis of Award (Award Criteria)

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

1. Instructions

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

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

2. Award Criteria Formula

Line 1.	Base Bid, in figures	See Total Base Bid on Page 20
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)	.40
Line 3.	Multiply Line 2 by Line 1 by 0.04	
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	.50
Line 5.	Multiply Line 4 by Line 1 by 0.03	
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	.50
Line 7.	Multiply Line 6 by Line 1 by 0.01	
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	-0-
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)	.10

Line 11.	Multiply Line 10 by Line 1 by 0.03	
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	-0-
Line 13.	Multiply Line 12 by Line 1 by 0.01	
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	

Award Criteria Figure (Insert Line 15 of Award Criteria Formula): $ See Aware Criteria Figure on Page 20

3. Community Hiring Bonuses

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

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

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

Definitions

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

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

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

4. Liquidated Damages

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

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

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

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

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

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

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

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

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

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

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

d.) Liquidated damages, if any, will be calculated for the first pay requests reflecting fifty percent (50%) completion, seventy-five percent (75%) completion, and ninety percent (90%) completion, respectively, based upon the Contractor's pay request together with all attendant certified payrolls and other required documentation of minority and women employment. The accrued liquidated damages and interest will be added to the retention provided elsewhere in this contract. The amount of liquidated damages due to the Commission under this provision will bear compound interest at the rate of 5% per annum, compounded monthly from the date of the Notice to Proceed to the date of approval of a deductive change order for liquidated damages. Should the total amount of liquidated damages due under all provisions of this contract exceed the amount of the Commission's retainage, compound interest on the amount over and above the retainage will continue to accrue until the entire amount of liquidated damages and compound interest is paid to the Commission.

e.) The Commission is aware that certain subcontract agreements under this contract may require subcontractors to contribute to payment of liquidated damages assessed under this provision. Should enforcement of subcontract liquidated damages provisions result in an aggregate total of subcontractor liquidated damages greater than the liquidated damages assessed hereunder against Contractor, then Contractor must pay the excess pro rata as a bonus to each subcontractor exceeding its subcontract commitments for minority or women employment, or both.

5. Reporting

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

a.) The classification "White" includes person of Indo-European descent.

b.) The classification "Black" or "African-American" includes persons having origins in any of the black racial groups of Africa.

c.) The classification "Hispanic" includes persons whose origins are from Mexico, Puerto Rico, Cuba, Central or South America, the Caribbean Islands or other Spanish culture or origin, regardless of race.

d.) The classification "Native American" includes persons who are Native Americans by virtue of tribal association.

e.) The classification "Asian-Pacific" includes persons whose origins are from East Asia, Southeast Asia, the Pacific Islands or the Indian sub-continent.

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

6. Major Trades

Asbestos Workers
Boiler Makers
Bricklayers
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
Technical Engineers
Tuck Pointers

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

7. Trade Participation - For Information Only

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1464

TRADE PARTICIPATION	PERCENT OF MINORITY
Carpenters	50%
Laborers	50%
Bricklayers	33%
Plumbers	33%
Electricians	25%
Sheetmetal Workers	33%
Pipe Fitters	33%
Iron Workers	5%

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Noncollusion

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

Howard Strong, being first duly sworn, deposes and says that:

(1) He/She is

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

The George Sollitt Construction Company,
the Bidder that has submitted the attached Bid;

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

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

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

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

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

Howard Strong
(Signed)

President
(Title)
Subscribed and sworn to before me this 28th day of February 20 08

Office Manager
(Title)
My Commission expires: 11/29/09

OFFICIAL SEAL
NANCY PLANEK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/28/09

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Noncollusion

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

Augustine Afriyie, being first duly sworn, deposes and says that:

(1) He/She is

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

Oakley Construction Company, Inc.,
the Bidder that has submitted the attached Bid;

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

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

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

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

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

(Signed)

President
(Title)
Subscribed and sworn to before me this 28th day of February 20 08

Office Manager
(Title)
My Commission expires: 11/29/09

OFFICIAL SEAL
NANCY PLANEK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/28/09

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1464

SCHEDULE B - Joint Venture Affidavit
(1 of 3)

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

1. Name of joint venture: Sollitt/Oakley Joint Venture

2. Address of joint venture: 790 N. Central Ave.
   Wood Dale, IL 60191

3. Phone number of joint venture: 630-860-7333 or 773-434-1616

4. Identify the firms that comprise the joint venture
   The George Sollitt Construction Company
   Oakley Construction Company, Inc.

   A. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)
   See Joint Venture Agreement dated February 28, 2008
   Article B-8 page 4 of 17 and 5 of 17

   B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.
   See PBC RFQ for Prequalification to bid as General Contractor dated February 28, 2008, submitted by Joint Venture. The George Sollitt Construction Company and Oakley Construction Company, Inc.

5. Nature of joint venture's business
   General Contractor

6. Provide a copy of the joint venture agreement.

7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? 20 %

8. Specify as to:

   A. Profit and loss sharing 20 %

   B. Capital contributions, including equipment 20 %

   C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.
   None

   D. Describe any loan agreements between joint venturers, and identify the terms thereof.
   None

SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

   A. Financial decisions
   See attached Joint Venture Agreement dated February 28, 2008

   B. Management decisions such as:

      1) Estimating
      See attached Joint Venture Agreement dated February 28, 2008

      2) Marketing and Sales
      See attached Joint Venture Agreement dated February 28, 2008

      3) Hiring and firing of management personnel
      See attached Joint Venture Agreement dated February 28, 2008

      4) Other
      See attached Joint Venture Agreement dated February 28, 2008

   C. Purchasing of major items or supplies
   See attached Joint Venture Agreement dated February 28, 2008

   D. Supervision of field operations
   See attached Joint Venture Agreement dated February 28, 2008

   E. Supervision of office personnel
   See attached Joint Venture Agreement dated February 28, 2008

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

   See attached Joint Venture Agreement dated February 28, 2008. The George Sollitt Construction Company to provide accounting services.

   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.

   See Joint Venture Agreement

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1464

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

The George Sollitt Construction Co.
Name of Joint Venturer

Howard Strong
Signature

Howard Strong
Name

President
Title

February 28, 2008
Date

State of Illinois County of DuPage

On this 28th day of February, 20 08,
before me appeared (Name)
Howard Strong,
to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by
(Name of Joint Venture)
Sollitt/Oakley Joint Venture
to execute the affidavit and did so as his or her free act and deed.

Notary Public

Commission expires: 11/28/09
(SEAL) OFFICIAL SEAL
NANCY PLANEK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/28/09

Oakley Construction Company, Inc.
Name of Joint Venturer

Augustine Afrivie
Signature

Augustine Afrivie
Name

President
Title

February 28, 2008
Date

State of Illinois County of Cook

On this 28th day of February, 20 08,
before me appeared (Name)
Augustine Afriyie,
to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by
(Name of Joint Venture)
Sollitt/Oakley Joint Venture
to execute the affidavit and did so as his or her free act and deed.

Notary Public

Commission expires: 11/28/09
(SEAL) OFFICIAL SEAL
NANCY PLANEK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/28/09

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1464

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

Name of Project: Langston Hughes/Davis Developmental Elementary School

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

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

Joint Venture Partner

Title
and duly authorized representative of

Sollitt/Oakley Joint Venture

Name of General Contractor
whose address is

790 N. Central Ave.

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
Oakley Construction	20% JV Partner	$6,044,000	$ ---
Christy Webber Landscapes	Landscaping	$ ---	$ 400,000
Evergreen Supply	Electrical Materials	$ ---	$ 600,000
Anderson and Shah Roofing	Roofing	$1,275,000	$ ---
KBI Custom Case	Millwork	$ ---	$ 240,000
		$	$
		$	$
	Total Net MBE/WBE Credit	$7,319,000	$ 1,240,000
	Percent of Total Base Bid	24%	4 %

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1464

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

SUB-SUBCONTRACTING LEVELS

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

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

* See individual Schedule C's attached

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

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

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

By:

The George Sollitt Construction Co.
Name of Contractor (Print)

February 28, 2008
Date

630-860-7333
Phone

Howard Strong
Signature

Howard Strong
Name (Print)

IF APPLICABLE:

By:

Oakley Construction Co., Inc.
Joint Venture Partner (Print)

February 28, 2008
Date

773-434-1616/773-434-2134
Phone/FAX

Augustine Afriyie
Signature

Augustine Afriyie
Name (Print)

MBE X WBE ___ Non-MBE/WBE ___

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

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

January 15, 2008

Augustine Afiyie, President
Oakley Construction Company, Inc.
7815 South Claremont Avenue
Chicago, Illinois 60620

Dear Mr. Afiyie:

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

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

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

General Contractor; Carpentry Contractor; Miscellaneous Concrete (Exclusive of Public Walkways)

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

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

mck

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BUILDING CHICAGO TOGETHER

CHICAGO WORKS

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1464

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH BID

Name of Project: Langston Hughes/Davis Developmental Elementary School

Project Number: 1464

FROM:

Christy Webber Landscapes MBE _____ WBE X
(Name of MBE or WBE)

TO:

Sollitt/Oakley Joint Venture and Public Building Commission of Chicago
(Name of General Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated _____. 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.

Landscaping

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. $400,000

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1464

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Christy Webber Landscapes
Name of MBE/WBE Firm (Print)

2/3/08
Date

773-533-0477
Phone

Signature

Christy Webber
Name (Print)

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Date

Phone

Signature

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

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

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

January 10, 2007

Christy Webber
Christy Webber & Company d/b/a
Christy Webber Landseapes
230 North Western Avenue
Chicago, Illinois 60612

Annual Certificate Expires: **August 1, 2008**
Vendor Number: **1060451**

Dear Ms. Webber:

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

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

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

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

Landscape Supply and Delivery; Landscape Design;
Landscaping and Maintenance Contractor

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

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

Sincerely,

Lori Ann Lyson
Deputy Procurement Officer

LAL/lac

IL UCP Host: IDOT

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PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1464

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH BID

Name of Project: Langston Hughes/Davis Developmental Elementary School

Project Number: 1464

FROM:
Evergreen Supply Co. MBE _____ WBE X
(Name of MBE or WBE)

TO:

Sollitt/Oakley Joint Venture and Public Building Commission of Chicago
(Name of General Bidder)

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

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

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

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

Electrical Material

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. $ 600,000 —

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1464

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Evergreen Supply Co
Name of MBE/WBE Firm (Print)

2/13/08
Date

773.375.4750
Phone

Signature

Colleen Kramer
Name (Print)

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Date

Phone

Signature

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

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

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

August 30, 2007

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

Annual Certificate Expires: **October 1, 2008**
Vendor Number: **1008119**

Dear Ms. Kramer:

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

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

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

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

Distributor of Electrical Material

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

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

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/bk

IL UCP HOST: IDOT

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PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1464

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH BID

Name of Project: Langston Hughes/Davis Developmental Elementary School

Project Number: 1464

FROM:

Anderson & Shah Roofing, Inc. MBE X WBE _____
(Name of MBE or WBE)

TO:

Sollitt/Oakley Joint Venture and Public Building Commission of Chicago
(Name of General Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 2/20/08. 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 Work

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

$1,275,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1464

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

15 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

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

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

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

By:

Anderson & Shah Roofing, Inc.
Name of MBE/WBE Firm (Print)

Signature

3/3/08
Date

Paul Shah
Name (Print)

(815) 741-0909
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

February 20, 2008

Pravin M. Shah
Anderson & Shah Roofing, Inc.
23900 County Farm Road
Joliet, Illinois 60431

Dear Mr. Shah:

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

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

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

Commercial, Industrial and Institutional Roofing and Sheet Metal Work

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

Sincerely,

Lori A. Lypson
Deputy Procurement Officer

mck

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PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1464

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH BID

Name of Project: Langston Hughes/Davis Developmental Elementary School

Project Number: 1464

FROM:
KBI Custom Case, Inc MBE _____ WBE X
(Name of MBE or WBE)

TO:

Sollitt/Oakley Joint Venture and Public Building Commission of Chicago
(Name of General Bidder)

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

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

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

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

Supplier Casework and millwork

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. $240,000

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1464

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

KBI Custom Cab, Inc
Name of MBE/WBE Firm (Print)

3-1-08
Date

815 648 4940
Phone

Signature

Janice Letourneau
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

Barbara A. Lumpkin
Chief Procurement Officer

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

October 12, 2007

Janice LeTourneau, President
KBI Custom Case, Inc.
12406 Hansen Road
Hebron, Illinois 60034

Annual Certificate Expires: **October 1, 2008**
Vendor Number: **50075954**

Dear Ms. LeTourneau:

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

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

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

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

Manufacturer of Cabinets, Countertops, Millwork and Casework

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

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

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/ds

IL UCP: City of Chicago

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PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1464

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _____

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

Dear Mr. Gayles:

RE: Contract No._____

Project Title: _____

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

_____

_____

_____

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1464

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	Miles Davis Academy	Westinghouse High School	---	---	N/A	
Contract With	PBC	PBC	---	---	N/A	
Estimated Completion Date	6/08	5/09	---	---	N/A	
Total Contract Price	25,376,000	69,089,000	---	---	N/A	94,465
Uncompleted Dollar Value if Firm is the GC	9,422,000	41,000,000	---	---	N/A	50,422
Uncompleted Dollar Value if Firm is a Subcontractor	---	---	---	---	N/A	---
			TOTAL VALUE OF ALL WORK			50,422 Uncompleted Work

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	---	---				
Demolition	---	---				
Sewer and Drain	---	---				
Foundation	---	---				
Painting	---	---				
Struct. Steel (Bldg Const.)	---	---				
Ornamental Steel (Bldg Construction)	---	---				
Miscellaneous Concrete	---	---				
Fireproofing	---	---				
Masonry	---	---				

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1464

	1	2	3	4	Awards Pending	TOTALS
H.V.A.C. Mechanical	---	---				
Electrical	---	---				
Plumbing	---	---				
Roofing & Sheet Metal	---	---				
Flooring & Tile Work Drywall & Plaster Work	---	---				
Ceiling Construction	---	---				
Hollow Metal & Hardware	---	---				
Glazing & Caulking	---	---				
Miscellaneous Arch. Work	---	---				
Landscaping	---	---				
Fencing	---	---				
Others (List)	---	---				
TOTALS	---	---				

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	George Sollitt	George Sollitt	---	---	N/A
Type of Work	J/V Partner	J/V Partner	---	---	N/A
Subcontract Price	20,708,980	58,729,300	---	---	N/A
Amount Uncompleted	8,308,812	38,020,300	---	---	N/A
Subcontractor	Oakley Const.	Oakley Const.	---	---	N/A
Type of Work	J/V Partner	J/V Partner	---	---	N/A
Subcontract Price	5,075,200	10,359,695	---	---	N/A
Amount Uncompleted	1,112,204	2,989,054	---	---	N/A
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted					

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1464

Affidavit of Uncompleted Work (continued)

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

Signature

February 28, 2008
Date

Howard Strong
Name (Type or Print)

Joint Venture Representative
Title

Sollitt/Oakley Joint Venture
Bidder Name

790 N. Central Ave.
Address

Wood Dale	IL	60191
City	State	Zip

Subscribed and sworn to before me
this 28th day of February, 2008

Notary Public

Commission expires: 11/29/09

(SEAL)
OFFICIAL SEAL
NANCY PLANEK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/28/09

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1464

Statement Of Bidder's Qualifications

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

Bidder	Sollitt/Oakley Joint Venture
Submitted By	Howard Strong
Title	Joint Venture Representative
Permanent Main Office Address	790 N. Central Ave.
Local Address	Wood Dale, IL 60191
Local Telephone No. and FAX No.	630-860-7333/630-860-7347

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

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 Submittal - November 2, 2007			
2.				
3.				
4.				
5.				
6.				
7.				
8.				

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1464

Statement Of Bidder's Qualifications (continued)

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

If submitted by a corporation:

(a) Corporation Name _____
(b) State and City in which incorporated _____
(c) If incorporated in another state, is firm authorized to do business in the State of Illinois?
Yes _____ No _____
(d) Name and address of registered agent in Illinois

_____

(e) Names and titles of officers authorized to sign contracts

_____	_____
Name	Title
_____	_____
Name	Title

If submitted by a partnership:

(a) Firm Name: Sollitt/Oakley Joint Venture
(b) Official Address: 790 N. Central Ave., Wood Dale, IL 60191
(c) Names of all Partners: The George Sollitt Construction Company
Oakley Construction Company, Inc.

If submitted by an individual:

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

_____
Signature of Affiant

Subscribed and sworn to before me this 28th day of February 20 08

_____
Notary Public
My Commission expires: 11/29/09

(SEAL)
OFFICIAL SEAL
NANCY PLANEK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/28/09

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1464

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

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

18. 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.

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

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: _____

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

   _____

2. Name of Contractor: _____

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

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

   Retained Parties:

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

Disclosure of Retained Parties (continued)

4. The Contractor understands and agrees as follows:

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

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

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

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

_____ _____
Signature Date

_____ _____
Name (Type or Print) Title

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

_____
Notary Public

Commission expires:

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1464

PERFORMANCE AND PAYMENT BOND **Contract No. SPECIMEN**
Bond No. SPECIMEN

KNOW ALL MEN BY THESE PRESENTS, that we _____*

_____

_____

_____

with offices in the _____ State of _____

as Corporate Principal, and _____

_____

_____

a corporation organized and existing under the laws of the State of _____, with offices in the State of Illinois as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission" in the penal sum of

_____ Dollars ($_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

SPECIMEN

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

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

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Commission, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all authorized modifications of said Contract that may be made; and also if the Principal shall promptly pay all persons, firms, and corporations supplying labor, materials, facilities, or services in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of said Contract that may be made, notice of which modifications being hereby waived; and also, if the Principal shall fully secure and

protect the said Commission, its legal successor and representative, from all liability in the premises and from all loss or expense of any kind, including all costs of court and attorney's fees, made necessary or arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations assumed by said Principal or any subcontractors in connection with the performance of said Contract and all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

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

SPECIMEN

It is expressly understood and agreed that this Bond, in the penal sum of _____ dollars ($_____), 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. 1464

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

WITNESS:

_____ BY _____(Seal)
Name Individual Principal

_____ _____(Seal)
Business Address Individual Principal

_____ _____
City State Partner

CORPORATE SEAL

ATTEST: _____
Corporate Principal

BY _____ BY _____
Secretary President
Title Title

_____
Business Address

_____
Corporate Surety

BY _____ _____
Title

_____
Business Address CORPORATE SEAL

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

SPECIMEN

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

** Must be filled in by the Corporate Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1464

BOND APPROVAL

BY

_____
Secretary,
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

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

Dated this _____ day of _____ 20____.

CORPORATE SEAL

SPECIMEN

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1464

DOCUMENT SUBMITTAL CHECKLIST

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

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

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

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

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

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

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:

THE GEORGE SOLLITT CONSTRUCTION CO
790 N CENTRAL AVE
WOOD DALE, IL,60191

LICENSE CLASS: **(A) ALL PROJECTS - NO RESTRICTIONS**

LICENSE NUMBER: **TGC04311** CERTIFICATE NUMBER: **GC04311-4**

FEE: **$ 2000**

DATE ISSUED: **03/22/2007**

DATE EXPIRES: **04/21/2008**

THIS LICENSE IS NON-TRANSFERABLE

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

Richard M Daley
Mayor

Thomas Donnellan
Acting Commissioner

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:

OAKLEY CONSTRUCTION CO, INC
7815 S. CLAREMONT AVENUE
CHICAGO, IL,60620

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS

LICENSE NUMBER: TGC04283 CERTIFICATE NUMBER: [illegible]

FEE: $2000

DATE ISSUED: 04/18/2007

DATE EXPIRES: 04/16/2008

THIS LICENSE IS NON-TRANSFERABLE

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

Richard M Daley
Mayor

Thomas Dohnellan
Acting Commissioner

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DC SOLLI-1 | DATE (MM/DD/YYYY) 02/28/08

PRODUCER

Weible & Cahill
2300 Cabot Drive, Suite 100
Lisle IL 60532
Phone: 630-245-4600 Fax: 630-245-4601

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

INSURED

Sollitt/Oakley Joint Venture
c/o George Sollitt
Construction Company
790 North Central Avenue
Wood Dale IL 60191

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Co	
INSURER B: Amer. Guarantee & Liability	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	GLO937891903	02/28/07	06/30/08	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurance) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	X	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BAP937891803	02/28/07	06/30/08	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 0	AUC937890103	02/28/07	06/30/08	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC925865801	02/20/08	02/20/09	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
		OTHER					

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

RE: FOR BIDDING PURPOSES-CONTRACT NO. 1464-LANGSTON HUGHES/DAVIS ELEMENTARY SCHOOL.Primary/Noncontributory Additional Insured on General Liability & Automobile Liability & Waiver of Subrogation on General Liability, Automobile, & Workers Compensation in favor of: Public Building Commission, Board of Education of the City of Chicago and City of Chicago

CERTIFICATE HOLDER

PUBLI-2

Public Building Commission
of Chicago
Richard J. Daley Center
Room 200
Chicago IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Deborah A. Campbell

© ACORD CORPORATION 1988

JOINT VENTURE AGREEMENT

This Agreement made and executed this 28th day of February, 2008, by and between THE GEORGE SOLLITT CONSTRUCTION COMPANY, an Illinois corporation, having its principal place of business at 790 N. Central Ave., Wood Dale, Illinois 60191, hereinafter sometimes referred to as "SOLLITT" and OAKLEY CONSTRUCTION COMPANY, Inc., an Illinois corporation, having its principal place of business at 7815-19 S. Claremont Ave., Chicago, Illinois 60620-5812, hereinafter sometimes referred to as "OAKLEY".

WHEREAS:

A. The Public Building Commission of Chicago, Illinois, has invited bids for the construction of the Langston Hughes/Davis Development Elementary School – Contract No. 1464, such contract together with related documents, change orders, and supplemental agreements being hereinafter referred to as the "Contract", and the project and work there under is hereinafter referred to as the "Project", and

B. SOLLITT and OAKLEY intend by this Agreement (i) to constitute themselves as a Joint Venture, to submit a joint bid for the performance of the Contract and if the Contract is awarded to the Joint Venture to perform the Contract and (ii) to set forth their respective rights and obligations as to: The submission of the bid, rendering service and the work to be done in the performance of the Contract are to be shared or borne and all other matters pertaining the Joint Venture. Therefore, the parties agree as follows:

1. The parties hereby declare and acknowledge themselves to be a Joint Venture and the Joint Venture shall sometimes be known as the "Sollitt/Oakley Joint Venture", but is in this Agreement referred to as the "Joint Venture". The sole and exclusive purpose of the

Joint Venture shall be to submit a bid for the performance of the Contract and if the Contract is awarded to the Joint Venture, to perform the Contract. The Joint Venture and this Agreement shall terminate (a) if the parties do not agree on the terms of the bid; or (b) if the Contract is not awarded to the Joint Venture; or (c) when the Contract has been fully completed including completion of Contract guarantees and the accounts are settled between the parties in accordance with the terms hereof. This Agreement shall not limit either party from engaging in other business for its own account, but each party will have no responsibility for contracts or business entered into by the other party for its own account and not a part of this Joint Venture.

2. The parties shall prepare, execute and submit a bid for the performance of the Contract in an amount and on terms mutually agreed upon prior to its submission. The bids shall be made in the joint names of the parties. No bid shall be filed in the joint names of the parties unless: (a) the necessary commitments for Performance and Payment Bonds have been obtained in advance of the bid; (b) proper arrangements have been made for submission of a Bid Bond in accordance with bidding requirements including any additives, the same to be filed with the bid as required by the bidding documents; and (c) the prices to be inserted in the bidding documents have been agreed upon by the parties: (d) the submission with the bid of the $5,000 bidder responsibility check made out to the Public Building Commission of Chicago.

3. At any time prior to the actual submission of the bid either party upon giving prior written notice to the other may withdraw from the Joint Venture and be under no further obligation hereunder. In such event either party may submit a bid alone or with others without any obligation to the withdrawing or other party.

4. Any negotiations between the parties and the Public Building Commission of Chicago, or between the parties and the sureties, if any, subsequent to the submission of the bid but prior to the award of the Contract shall be conducted by the parties jointly.

5. All costs in connection with the bidding up to the date of award of the Contract shall be the individual charge of the party incurring the same and shall not be considered a cost of the Project.

6. If awarded the Contract, and only then, the further rights and obligations of the parties arising out of this Joint Venture shall be as set forth in the following paragraphs 8 to 28.

7. Each party agrees that it shall use its best efforts to cause the Project to be fully performed, in a timely manner and in accordance with the intent of this Joint Venture Agreement. The parties shall furnish such assets, services, and personnel of their respective corporations in the performance of the Contract as may be requested by the parties, each party further expressly agrees that it shall contribute and make available to the Joint Venture in the performance of the Contract its best skills, experience, and know-how so far as practicable.

8. Each party shall have an undivided interest in the Joint Venture, shall contribute all necessary working capital and shall participate in its net gains and profits and share in its losses and liabilities in the proportion set opposite its name in the next succeeding sentence. In addition, the interest of the parties hereto in and to the Contract, and in and to any and all property and equipment acquired in connection with the performance thereof (except as hereinafter provided) and in and to any and all moneys which may be derived from the performance thereof, and the obligations and liabilities of each of the parties hereto as between themselves in connection with the Contract and with respect to

any and all liabilities, costs and expenses in connection therewith, shall be in the following proportions, viz.:

	Percentages
SOLLITT	80%
OAKLEY	20%

Each party shall have a voice equal to its proportional share in the determination of any matter involving the business of the Joint Venture until and unless paragraph 21 hereof should become applicable. Each party does hereby agree to indemnify the other against any loss or liability exceeding the proportions, hereinabove stated, for whatever reason, including any payments required to be made in, and about, the performance of the Contract.

It is agreed by both parties that Sollitt and Oakley are to act in their respective capacities as general contractors for separate, distinct and complimentary portions of the work which taken together will constitute the total work to be performed by the Joint Venture under the Contract. Accordingly, it is agreed by both parties that a subcontract for an amount not less than 20% of the value of the Contract shall be issued to Oakley Construction for general work under the Contract. Serving as a General Contractor, the general work to be performed by Oakley Construction shall include, but is not limited by, site work, structural steel, and other general work. Specific contributions of equipment to be provided by Oakley shall include, but is not limited by, construction trailer,

bobcat/sweeper, or other street cleaning equipment, traffic safety equipment, rubbish boxes, and other miscellaneous tools and equipment, which may be required to complete the above listed Contract scope of work. Oakley shall provide personnel to supervise, manage and control its Contract scope of work by providing the services of a project superintendent and project manager, as well as other operative personnel as may be required. In addition, utilizing appropriate construction trade workers, Oakley will self-perform carpentry work including furnishing and installing hollow metal doors, frames, and wood doors. Like wise, it is agreed that the balance of the Contract value and remaining scope of project general work shall be subcontracted to The George Sollitt Construction Company. The subcontracted work shall be performed on behalf of the Joint Venture partnership and taken together shall constitute the total work under the Contract.

9. (a) All necessary working capital, when and as required for the prosecution of the Contract, shall be furnished by SOLLITT and OAKLEY in proportion to its equity share. A bank account shall be opened in such bank and under such names as the parties may determine, in which all the funds advanced hereunder for the performance of the Contract as well as the funds received on account thereof shall be deposited. Withdrawals shall be made from such bank account in such manner and in such form as SOLLITT and OAKLEY from time to time direct and by signatories designated by them.

(b) Within five days after the award of the Contract to the Joint Venture, SOLLITT and OAKLEY shall proportionally advance and pay into such bank account the initial sum of ($5,000.00). All additional capital required under the Contract for the Project shall be determined as follows: Within ten days after both of the parties determine that any additional sums are required for the performance of the Contract, both parties shall

deposit in such bank account such proportional amounts as shall be designated by the parties.

(c) In the event either party hereto is unable or fails or neglects to advance or contribute its proportionate share of the working capital required in the performance of the Contract, then the other party may, but need not, advance such deficiency or any part thereof, and the party so advancing such deficiency shall receive interest on such excess funds at a rate which is one percent (1%) above the prime rate of interest charged from time to time by the Fifth Third Bank. Such advance shall bear interest from the date of advancement to the date of repayment, and such excess funds shall be repaid in full with such interest from the said bank account or accounts prior to any sums being paid to the non-advancing member of the Joint Venture. The interest so paid shall be deducted from the funds otherwise due the party who failed to contribute its proportionate part of the working capital. The party failing to advance its share of working capital shall not be relieved of its obligation to share its proportionate share of the loss in the Joint Venture as set forth in Paragraph 9.

(d) Except as provided in Paragraph 11 for the repayment of excess funds advanced by one party, no part of any advances deposited in said bank account or accounts shall be returned to any of the parties and no distribution of profits shall be made prior to the completion of the Project except as may otherwise be mutually agreed upon in writing by the parties hereto. On completion of the Project, all working capital advanced shall be repaid to the party or parties advancing the same prior to the distribution of any profits as hereinafter provided.

(e) Funds that are temporarily considered excess shall be invested by the Joint Venture in a manner jointly approved by the parties.

10. Neither party shall have the right to borrow money on behalf of the other party, or to use the credit of the other party for any purpose nor shall money be borrowed in the name of the Joint Venture except as may be authorized jointly by SOLLITT and OAKLEY.

11. To facilitate handling of all matters and questions in connection with the performance of the Contract by SOLLITT and OAKLEY, each of the parties appoints the following Representatives and Alternates to act on its behalf in relation to any and all matters or things in connection with, arising out of, or relative to the Joint Venture and in relation to any matters or things involving the performance of the Contract and the Project, including but not limited to those of a contractual nature with the Public Building Commission of Chicago, Chicago, Illinois, and any of its departments, or with third persons. Actions and decisions of the SOLLITT and OAKLEY Representatives shall be by unanimous vote.

The following are appointed the initial and alternate Representative of the parties:

SOLLITT		**OAKLEY**	
Representative:	Howard Strong	Representative:	Augustine Afriyie
Alternate:	John Pridmore	Alternate:	Anthony Kwateng

Either party may at any time and from time to time change its Representative or appoint a successor Representative by filing with the other a written notice and duly executed

appointment of a new representative or Alternate. If a Representative at any time resigns or is unable to act (temporarily or permanently) his Alternate shall act in his place and stead with the same authority as such Representative and the Alternate's action shall be binding upon the party who appointed him.

12. Each party shall have a voice equal to its proportional share in the management of the Joint Venture. The Representatives of SOLLITT and OAKLEY shall meet from time to time as required to act on necessary matters pertaining to the Project. All decisions, commitments, agreements, undertakings, understandings, or other matters pertaining to the performance of the Project shall be mutually agreed upon by such Representatives. No Representative shall be liable to the parties by reason of his acts as such, except in the case of his gross negligence or actual fraudulent or dishonest conduct.

13. The general supervision and management of the work called for by the Contract and any and all matters relating thereto shall be under the general charge and control of a Project Management Team who shall be subject only to the joint control and direction of the Representatives. The Project Management Team shall be given such specific powers as the parties may from time to time delegate. The Project Management Team shall be appointed by the Representatives of SOLLITT and OAKLEY and shall serve as such during their pleasure; the members of the Project Management Team at the time of appointment may be an employee of SOLLITT or OAKLEY.

14. Subject to the joint control and direction of the Representatives the supervision of accounting, finances, and taxes of the Project shall be under the general charge and control of a Project Controller. The Project Controller shall be nominated by the Representatives of SOLLITT and OAKLEY and shall serve as Project Controller during

their pleasure; the Project Controller at the time of appointment may be an employee of SOLLITT or OAKLEY.

15. (a) Under the direction of the Project Controller separate books of account for the performance of the Contract and all matters pertaining thereto shall be kept and maintained at the Project office of the Joint Venture. All records of the Joint Venture shall be open for inspection by SOLLITT or OAKLEY at all reasonable times. The books of the Joint Venture shall be maintained on a percentage of completion basis for both book and tax reporting. Periodic reporting to each party shall be made from time to time with such statements and reports relating to the progress of the performance of the Contract and as to the financial condition of the Joint Venture as requested. At the completion of the Contract and at such intervals as the parties may agree upon each party shall be furnished with a complete account of the receipts and disbursements of the Joint Venture.

(b) At December 31 of each year during the existence of the Joint Venture and at the completion of the Contract if requested by either party the accounts of the Joint Venture shall be audited by a mutually accepted firm of independent certified public accountants. Each such audit shall be performed in a manner which will permit the accountant to express an unqualified accountant's opinion with respect to the financial statements of the Joint Venture if the existing facts warrant such an unqualified opinion. The cost of each audit shall be borne by the Joint Venture.

(c) To the extent that the records of the Joint Venture must be kept subsequent to the completion of the Contract, pursuant to the provisions of law, the same shall be kept at

such place or places as the parties may from time to time determine, and the cost thereof shall be born equal to its proportional share by SOLLITT and OAKLEY.

16. Cost of construction shall consist of the costs of all subcontracts labor, material, plant, and equipment purchased or rented, bonds, insurance, taxes on labor and material, imports, charges, management fees, legal fees, liabilities not secured by insurance, and all other expenses and obligations incurred or suffered in and about the performance of the Project that are of a nature properly charged as a cost of the performance of the Project under sound accounting practices. Such costs shall not include any charges against the Joint Venture for any overhead expenses or charges of the main or branch offices of the parties or for the time which may be expended in connection with the Project by any of the parties or their officers or employees, except as may be approved by the parties and except as provided for by this Agreement nor shall such costs include any part of a party's capital or interest expense.

If approved by the SOLLITT and OAKLEY Representatives, either party may be reimbursed upon presentation of supporting records for costs directly associated with the Project as follows:

(a) Wages paid for labor in the direct employ of the party but engaged directly in the performance of the work of the Project under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by such Representatives, and including such welfare or other benefits, if any, as may be payable with respect thereto.

(b) Salaries of personnel of either party when temporarily stationed at the Project office in performance of duties necessary to the work of the Project (personnel engaged at shops or on the road in expediting the procurement or transportation of materials or equipment,

shall be considered as stationed at the Project office) and their salaries shall be paid for that portion of their time spent on this work. Representatives will not be considered stationed at the Project office when attending their duties as such.

(c) Cost of contributions, assessments, or taxes for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the Joint Venture and included in the cost of the Project under subparagraphs (a) and (b).

(a) Rental charges of necessary machinery, office or warehouse type facility and equipment, exclusive of hand tools, used at the site of the Project.

(b) Cost of premiums for all types of bonds and insurance which the Joint Venture is required by the Contract or law to purchase and maintain including premiums for Payment and Performance Bonds on Subcontractors. Said insurance shall be with a qualified company acceptable to both parties who will strive to obtain the most economical price for said insurance through an insurance broker or brokers agreed upon by the parties.

17. (a) Each party shall own its proportionate share of all the equipment, machines, tools, materials, supplies and other property which is purchased by the Joint Venture or charged to the account of the Joint Venture. At the completion of the Contract or sooner if such property is no longer required for the performance of the Contract, such property shall be divided between the parties in a manner agreed upon by them. If the parties are unable to agree on the division of some or all of such property, the property as to which the parties are unable to agree upon shall be sold and each party shall be paid its proportionate share

of the sale proceeds. All funds and property purchased by the Joint Venture shall be held in the name of the Joint Venture.

(b) It is contemplated that in the performance of the work under the Contract, plant and equipment owned by the parties hereto may be used. Each party agrees to rent to the Joint Venture on terms, if any, established in the Contract or on terms approved by the Joint Venture Representatives such of its plant and equipment as is available and suitable for the performance of said work and as requested by the Joint Venture Representatives. The proceeds of such plant and equipment rentals shall belong to, and be credited and paid to, the Joint Venturer furnishing such plant and equipment, and the other Joint Venturer shall have no interest in such plant, equipment, and equipment rentals and no responsibility in connection therewith. Each party shall submit a statement to the Joint Venture each month for the rental, if any, of its equipment during the preceding month. Such statement shall be in such detail as the Project Controller requires.

(c) The Joint Venture shall bear the cost relating to the equipment rented from a party including cost of operation, fuel oil and lubricants, preventive maintenance, minor repairs and minor repair parts, tires and tubes worn or damaged by careless equipment operation and by unusually rough job conditions. The party owning the equipment shall bear the cost of major repairs to and major repair parts for the equipment and of repairing or replacing tires and tubes worn or damaged by normal use of the equipment. Each owner shall fully insure the equipment at its cost and the Joint Venture shall not be responsible for the lose of or any damage to the equipment while it is in the custody or control of the Joint Venture.

(d) Accurate and complete records of the various types of equipment purchased or rented for use in the Project shall be maintained on behalf of the Joint Venture.

18. Upon the completion of the Project, after providing for and paying (a) all costs disbursed or incurred in the performance of the Contract; (b) all other costs and charges ordinarily and usually charged as costs in the performance of the Contract; (c) any and all claims not secured by insurance; (d) proper reserves for any claims which shall have either been brought against the parties or which the parties may reasonably anticipate will be brought against them; and (e) reserves for contingencies, if any, including Contract guarantees that shall be determined by the parties in their discretion to be necessary, and after repaying all sums advanced by the parties for working capital, any profits thereafter remaining, resulting from the performance of the Contract, shall be distributed and divided equal to its proportional share between SOLLITT and OAKLEY. Any reserves, when no longer required, or so much thereof as shall remain, shall be similarly distributed. It is the intent of this Joint Venture Agreement that before the final distribution of funds is made to SOLLITT and OAKLEY, all costs and charges incurred in the performance of the contract be satisfied.

19. (a) If the performance of the Contract results in a loss, the parties shall be obligated in accordance with paragraph 9 for any such loss (irrespective of the fact that with SOLLITT or OAKLEY may have advanced more than its respective share of working capital as provided above). Such liability of SOLLITT and OAKLEY for the bearing of losses shall continue with respect to any claims which at any time, either before or after the completion of the Contract, shall be made against them or either of them by reason of this Joint Venture or any matter or thing in connection therewith.

(b) In the event of loss:

1. If any funds remain, and both SOLLITT and OAKLEY have contributed their required proportions of working capital, then such remaining funds shall be paid to SOLLITT and OAKLEY in the amounts contributed by each, less their respective shares of the loss.
2. If both SOLLITT and OAKLEY have not contributed their required proportions of working capital, but sufficient funds are available, then such funds shall be repaid to SOLLITT and OAKLEY in the amounts contributed by each, less their respective shares of the loss.
3. If both SOLLITT and OAKLEY have not contributed their required proportions of working capital, and there are insufficient funds to accomplish the division prescribed in the preceding subdivision, and if there is a deficit in the account of one of the parties by reason of its failure to contribute its required proportion of working capital, then such defaulting party shall make up the deficit in its account. Upon its failure to do so the indemnity provisions of paragraph 9 of this Agreement shall be come operative, so as to insure that the non-defaulting party shall bear no more than its proportionate share of the loss.
4. If both SOLLITT and OAKLEY have not contributed their required proportions of working capital, and no funds remain or some liabilities are unsatisfied, then the indemnity provisions of paragraph 9 of this Agreement shall become operative, so as to insure that neither party shall bear more than its proportionate share of the loss.

20. Upon the bankruptcy or insolvency of either SOLLITT or OAKLEY or should either party commit any act of bankruptcy or take advantage of any bankruptcy, reorganization, composition, or arrangement statute, then, from and after such date, such party (hereinafter referred to as the "insolvent party") and its Representative and Alternate, as hereinbefore referred to (anything in this Agreement to the contrary notwithstanding), shall cease to have any voice in the management of the Project and the Contract. All acts, consents, and decisions with respect to the Project and the Contract shall thereafter be taken solely by the other party, its Representative and Alternate. Notwithstanding the foregoing, the insolvent party shall remain liable for its share of any losses, and shall be entitled to receive its share of any profits, such profits to be paid at the time and in the manner provided in this Agreement.

21. The relationship between the parties shall be limited to the performance of the Contract in accordance with the terms of the Agreement. This Agreement shall be construed and deemed to be a Joint Venture for the sole purpose of carrying out the Contract. Nothing herein shall be construed to create a general partnership between the parties or to authorize either party to act as a general agent for the other party, or permit either party to bid for or to undertake any other contracts for the other party.

22. Neither this Agreement nor any interest of either of the parties herein (including any interest in moneys belonging to or which may accrue to the Joint Venture in connection with the Contract, or any interest in the joint accounts, or in any property of any kind employed or used in connection with the Contract) may be assigned, pledged, transferred, or hypothecated, without the prior written consent of the parties hereto.

23. All moneys contributed by the parties to this Joint Venture and all moneys received as payments under the Contract or otherwise received shall be treated and regarded as, and are hereby declared to be, trust funds for the performance of the Contract and for no other purpose until the Contract shall have been fully completed and accepted by the Public Building Commission of Chicago, Illinois, and until all obligations of the parties hereto shall have been paid, otherwise discharged, or provided for by adequate reserves. Such reserves shall likewise be treated as trust funds until they shall have served the purposes for which they were created. Proper fidelity bond coverage shall be maintained on all persons who are directly connected with performance of the Contract, and the cost of such fidelity bond premiums shall be part of the construction cost.

24. Subject to the provisions of paragraph 23 this Agreement shall insure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto.

25. This Joint Venture Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

26. All notices pertaining to this Joint Venture shall be in writing and shall be transmitted either by personal hand delivery or through the facilities of the United States Post Office. The addresses set forth above for the respective parties shall be the places where notices shall be sent, unless written notices of change of address is given.

27. All disputes (other than matters of policy with respect to the performance of the Contract) shall be submitted by the parties to arbitration under the auspices of the American Arbitration Association in accordance with its rules.

28. The business address for this Joint Venture shall be: 790 North Central Avenue, Wood Dale, Illinois, 60191.

In witness whereof the parties have fully executed this Agreement on the day and year first above written.

ATTEST: THE GEORGE SOLLITT CONSTRUCTION COMPANY

Secretary

By _____
President

ATTEST: OAKLEY CONSTRUCTION COMPANY, INC.

Secretary

By _____
President

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DC SOLLI-1 | DATE (MM/DD/YYYY) 03/13/08

PRODUCER

Weible & Cahill
2300 Cabot Drive, Suite 100
Lisle IL 60532
Phone: 630-245-4600 Fax: 630-245-4601

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

INSURED

Sollitt/Oakley Joint Venture
c/o George Sollitt
Construction Company
790 North Central Avenue
Wood Dale IL 60191

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Insurance Co	
INSURER B:	Amer. Guarantee & Liability	
INSURER C:	American Int'l Specialty Lines	
INSURER D:		
INSURER E:		

COVERAGES

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

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	GLO937891903	02/28/07	06/30/08	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $100,000 $5,000 $2,000,000 $4,000,000 $4,000,000
A	X	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	BAP937891803	02/28/07	06/30/08	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $0	AUC937890103	02/28/07	06/30/08	EACH OCCURRENCE AGGREGATE	$3,000,000 $3,000,000 $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC925865801	02/20/08	02/20/09	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000
C		OTHER Contractors Pollution Liabilit	CPO1957615	02/28/07	06/30/08	Each Loss Aggregate	$2,000,000 $2,000,000

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

RE: CONTRACT NO. 1464-LANGSTON HUGHES/DAVIS ELEMENTARY SCHOOL
Primary/Noncontributory Additional Insured on General Liability & Automobile Liability & Pollution & Waiver of Subrogation on General Liability, Automobile & Workers' Compensation in favor of: Public Building Commission, Board of Education of the City of Chicago and City of Chicago

CERTIFICATE HOLDER

PUBLI-2

Public Building Commission
of Chicago
Richard J. Daley Center
Room 200
Chicago IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Deborah A. Campbell

© ACORD CORPORATION 198

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1464

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

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

18. 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.

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

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: New Construction

   Description of goods or services to be provided under Contract: 1464

   Langston Hughes/Davis Developmental Elementary School

2. Name of Contractor: Sollitt/Oakley Joint Venture

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

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

   Retained Parties:

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

Disclosure of Retained Parties (continued)

4. The Contractor understands and agrees as follows:

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

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

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

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

Signature

March 3, 2008
Date

John Pridmore
Name (Type or Print)

Executive Vice President
Title

Subscribed and sworn to before me
this 3rd day of March, 20 08

Notary Public

(SEAL)

OFFICIAL SEAL
NANCY PLANEK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/28/09

Commission expires: 11/28/09

Retained Parties:

Name	Business Address	Relationship	Fees
Christy Webber Landscapes	230 N. Western Ave. Chicago, IL 60612	Subcontractor	$400,000
Evergreen Supply Co.	9901 S. Torrence Ave. Chicago, IL 60617	Supplier	$600,000
Anderson & Shah Roofing, Inc.	23900 County Farm Road Joliet, IL 60431	Subcontractor	$1,275,000
KBI Custom Case, Inc.	12406 Hansen Road Hebron, IL 60034	Supplier	$240,000

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1464

PERFORMANCE AND PAYMENT BOND **Contract No. 1464**

Bond No. 105007646

KNOW ALL MEN BY THESE PRESENTS, that we, George Sollitt/Oakley Joint Venture,
a corporation organized and existing under the laws of the State of Illinois, with offices in the Town of Wood Dale, State of Illinois, as Corporate Principal, and
Travelers Casualty and Surety Company of America

a corporation organized and existing under the laws of the State of CT, with offices in the State of *Illinois*, as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of Thirty Million Two Hundred Twenty Thousand Dollars and No Cents ($30,220,000.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

Langston Hughes/Davis Developmental Elementary School
240 W. 104th Street, Chicago, IL

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

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

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

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

It is expressly understood and agreed that this Bond, in the penal sum of Thirty Million Two Hundred Twenty Thousand Dollars and No Cents ($30,220,000.00), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1464

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

WITNESS:

_____
Name

_____
Business Address

_____
City State

BY _____ (Seal)
Individual Principal

_____ (Seal)
Individual Principal

CORPORATE SEAL

ATTEST:

BY _____
Secretary
Title

790 E. Central Avenue
Wood Dale, IL 60191

BY _____
Amy E. Callahan
2019 N. Elizabeth Dr.
Arlington Hts., IL 847-392-9720
Business Address & Telephone

George Sollitt/Oakley Joint Venture
Corporate Principal

BY _____
GSCC
President/Representative Sollitt/Oakley JV
Title

Travelers Casualty and Surety Company of America
Corporate Surety

Attorney-In-Fact
Title

CORPORATE SEAL

FOR CLAIMS *(Please Print)*:
Contact Name: Todd Baraniak

Business Address: 215 Shuman Blvd., Naperville, IL 60126

Telephone: 630-961-7002 Fax: 866-216-5979

The rate of premium of this Bond is $ 5.80 per thousand. **
Total amount of premium charged is $ 175,276.00 **

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1464

** Must be filled in by the Corporate Surety.

BOND APPROVAL

BY _____
Secretary,
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, John Pridmore, certify that I am the _____ Secretary of George Sollitt/Oakley Joint Venture, corporation named as Principal in the foregoing performance and payment bond, that Howard Strong who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 14th day of March 2008.

CORPORATE SEAL

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215923 **Certificate No.** 001386856

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Amy E. Callahan, Peter S. Forker, and Becky A. Heaston of Arlington Heights, Illinois

of the City of Milwaukee, State of Wisconsin, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of May, 2006.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 1st day of May, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.

Marie C. Tetreault, Notary Public

58440-8-06 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of March, 2008.

Kori M. Johanson, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.stpaultravelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

PUBLIC BUILDING COMMISSION OF CHICAGO

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

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John E. Wilson, Ltd.
Certified Public Accountants

Secretary
EDGRICK C. JOHNSON

Assistant Secretary
PATRICK J. HARNEY

March 11, 2008

John Pridmore
George Sollitt/Oakley Joint Venture
790 N. Central Avenue
Wood Dale, IL 60191

RE: **Notice of Award**
Contract No.: 1464
Type of Work: New Construction
Project: Langston Hughes/Davis Developmental Elementary School

Dear Mr. Pridmore:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on March 11, 2008 the Commission awarded to your company Contract No. 1464 in the amount of $30,220,000.00.

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

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

Sincerely,

Erin Lavin Cabonargi
Executive Director

cc: K. Schedel
C. Kelly

PUBLIC BUILDING COMMISSION OF CHICAGO

ADDENDUM NO. 1 TO CONTRACT NO. 1464
FOR

Langston Hughes/Davis Developmental Elementary School
For
New Construction

DATE: February 14, 2008

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

BOOK 1 – PROJECT INFORMATION, INSTRUCTIONS, AND EXECUTION:

Change 1: Delete Alternate #2 and replace with:
Alternate #2– (DEDUCT) – In lieu of terrazzo flooring, provide vinyl composition tile flooring. Refer to drawings for full description. DEDUCT = ($336,000.) revised alternate page attached.

BOOK 3 - TECHNICAL SPECIFICATIONS:

Change 2: In Schedule of Drawings add G1.1A PROJECT PHASING DIAGRAM & NOTES.

Change 3: In Table of Contents add Section 02875 – Cistern

Change 4: In Division 9 delete Section 09651 Rubber Floor Tile

Change 5: In Division 9 delete Section 09667 Resilient Athletic Flooring

Change 6: In Division 9 add Section 09644 Wood Gymnasium Floor (Attached)

Change 7: In Division 10 Section 10200 delete 2.1A and 2.1B and replace with:

2.1 ACCEPTABLE MANUFACTURERS

A. Acceptable Products for Standard Louvers: Subject to compliance with requirements, provide Model ELF 6375DX by Ruskin Mfg Co. Comparable products from manufacturers listed below will be considered subject to meeting the performance criteria specified herein.

1. Airline
2. Airolite
3. American Warming and Ventilating
4. Construction Specialties
5. Dowco
6. Industrial Louvers
7. Penn Ventilator

B. Acceptable Manufacturers for Acoustical Louvers: Subject to compliance with requirements, provide Industrial Louvers Inc. Model 1280 AA. Comparable products from manufacturers listed below will be considered subject to meeting the performance criteria specified herein.

1. Airolite.
2. Construction Specialties.

DRAWINGS:

Change 8: Add drawing sheet G1.1A PROJECT PHASING DIAGRAM & NOTES dated 02.11.08 with Delta 2, Addendum #1. (Attached)

Change 9: Delete drawing sheets A13.0, A13.1, A13.1A, A13.1B, A13.1C, and A13.1D dated 01.31.08, Issue for Bid.
Replace with new drawing sheets A13.0, A13.1, A13.1A, A13.1B, A13.1C, and A13.1D dated 02.11.08, with Delta 2, Addendum #1. (Attached)

Change 10: Delete drawing sheet S1.1B dated 01.31.08, Issue for Bid.
Replace with new drawing sheet S1.1B dated 02.11.08, with Delta 2, Addendum #1. (Attached)

Change 11: Delete drawing sheets E1.1A, E1.1B, E1.1C, E1.1D, E2.1A, E2.1B, E2.1C, E2.1D, E3.3, E4.1, E4.4, E4.6 dated 01.31.08, Issue for Bid.
Replace with new drawing sheets E1.1A, E1.1B, E1.1C, E1.1D, E2.1A, E2.1B, E2.1C, E2.1D, E3.3, E4.1, E4.4, E4.6 dated 02.11.08, with Delta 2, Addendum #1. (Attached)

List of Attachments:
Revised Alternate Page 21
Specification Section 09644 Wood Gymnasium Floor, dated 02/11/08 (8-1/2 x 11" format)
Drawing Sheet G1.1A dated 02.11.08, full-size sheet
Drawing Sheet A13.0 dated 02.11.08, full-size sheet
Drawing Sheet A13.1 dated 02.11.08, full-size sheet
Drawing Sheet A13.1A dated 02.11.08, full-size sheet
Drawing Sheet A13.1B dated 02.11.08, full-size sheet
Drawing Sheet A13.1C dated 02.11.08, full-size sheet
Drawing Sheet A13.1D dated 02.11.08, full-size sheet
Drawing Sheet S1.1B dated 02.11.08, full-size sheet
Drawing Sheet E1.1A dated 02.11.08, full-size sheet
Drawing Sheet E1.1B dated 02.11.08, full-size sheet
Drawing Sheet E1.1C dated 02.11.08, full-size sheet
Drawing Sheet E1.1D dated 02.11.08, full-size sheet
Drawing Sheet E2.1A dated 02.11.08, full-size sheet
Drawing Sheet E2.1B dated 02.11.08, full-size sheet
Drawing Sheet E2.1C dated 02.11.08, full-size sheet
Drawing Sheet E2.1D dated 02.11.08, full-size sheet
Drawing Sheet E3.3 dated 02.11.08, full-size sheet
Drawing Sheet E4.1 dated 02.11.08, full-size sheet
Drawing Sheet E4.4 dated 02.11.08, full-size sheet
Drawing Sheet E4.6 dated 02.11.08, full-size sheet

END OF ADDENDUM NO.1

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

Accepted by the Commission Yes	Accepted by the Commission No	Alternate Description	Alternate Price
☐	☐	Alternate #1 (ADD) – Provide the asphalt-paved softball field and all associated elements. Refer to drawings and specifications for full description and details.	$250,000.00
☐	☐	Alternate #2 – **(DEDUCT) – In lieu of terrazzo flooring, provide vinyl composition tile flooring. Refer to drawings for full description.**	-$(336,000.00)
☐	☐	Alternate #3 – (DEDUCT) – In lieu of face brick 'A' and 'B' as outlined on the drawings and specifications, provide 16" utility face brick. Refer to drawings for full description.	-$(52,000.00)

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

_____

_____

_____

Revised Alternate Page 21

PUBLIC BUILDING COMMISSION OF CHICAGO

ADDENDUM NO. 2 TO CONTRACT NO. 1464

Langston Hughes/Davis Developmental Elementary School
For
New Construction

DATE: Thursday, February 21, 2008

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

BOOK 3 - TECHNICAL SPECIFICATIONS:

Change 1: In Table of Contents, add:
"Section 01510 Temporary Offices"
"Section 07726 Horizontal Lifeline Fall Protection System"
and revise:
"Section 15124 'Expansion Fittings and Loops HVAC Piping' to 'Expansion Fittings and Loops for Piping'"
"Section 15127 'Meters and Gauges for HVAC Piping' to "Meters and Gauges for Piping'"

Change 2: In Division 1 add Specification 01510 Temporary Offices. (Attached)

Change 3: Clarification: All Division 2 Specifications and scope of work to comply with requirements set forth in Specification Section 02316 Soil Management and Handling.

Change 4: In Division 2 add to Specification Section 02222 Excavating, Backfilling, and Compacting for Utilities add to Part 1:
"1.1 Summary, C. Related Work
1. Division 2 – Earthwork
2. Division 2 – Soil Management and Handling

Change 5: In Division 2 add to Specification Section 02300 Earthwork Part 1
"1.1 Summary, C. Related Work 2. Division 2 – Soil Management and Handling"

Change 6: In Division 2 delete in its entirety Specification Section 02511 Bituminous Concrete Paving dated 01.31.08.
In Division 2 add Specification Section 02511 Bituminous Concrete Paving dated 02.20.08. (Attached)

Change 7: In Division 2 delete in its entirety Specification Section 02730 Interlocking Concrete Pavers dated 01.31.08.
In Division 2 add Specification Section 02730 Interlocking Concrete Pavers dated 02.20.08. (Attached)

Change 8: In Specification Section 02795 Grass Paving add to Part 1:
1.1 Summary, C. "The materials in this Section are part of the overall USGBC "Leadership in Energy and Environmental Design" LEED prerequisites and credits needed for Project to obtain LEED "Silver" Certification based on LEED-NC, Version 2.2 requirements. See Section 01352 LEED Requirements and this section for more information."

Delete 1.3 Submittals.
Replace with the following:
"1.3 Submittals
A. Complete the MATERIALS CREDITS DOCUMENTATION SHEET attached to Section 01352 for products in this section.
B. Submit manufacturer's product data and installation instructions.
C. Submit a 10" x 10" section of Grass Paving unit material for review. Reviewed and accepted samples will be returned to the contractor.
D. Submit material certificates for base course and sand fill materials.
E. LEED Submittal:
1. Product Data as required to show compliance with the following credits:
a) LEED MR Credit 4.1 and 4.2 - Recycled Content
b) LEED MR Credit 5.1 and 5.2- Regional Materials, Extracted, Processed and Manufactured Regionally
2. See Section 01352 LEED Requirements and this Section for more information."

Change 9: In Specification Section 02824 Wood Fencing/ Steel Supported add to Part 1, 1.3F. LEED Submittal:
"1.c) LEED MR Credit 7 – FSC Certified Wood"

Change 10: In Specification Section 04200 Masonry delete 2.1, L.
Replace with the following:
"L. Cavity Insulation with Integral Drainage Matting:
1. Insulation: Extruded-Polystyrene Board Insulation: ASTM C 578, Type X, closed-cell product extruded with an integral skin.
a. Insulation Thickness: 2-1/2 inches.
b. Minimum R Value: 5 per inch.
2. Drainage Matting: Mat shall be fluid conducting, non-absorbent, mold and mildew resistant polymer mesh consisting of 100 percent recycled plastic with binder. Mat shall be a non-woven textile product in random pattern and shall have voids no greater than 1/4 inch in diameter. Matting shall be integrally bonded to the face of the cavity wall insulation and be suitable for substantially continuous installation behind the full-height of masonry. At steel lintels, provide individual strips of 1/2-inch thick drainage matting tied into the adhered matting above.
a. Drainage Mat Thickness on Insulation: 1-inch. "

Change 11: In Division 5 delete in its entirety Specification Section 05121 Architecturally Exposed Structural Steel Framing dated 01.31.08.
Replace with Specification Section 05121 Architecturally Exposed Structural Steel Framing dated 02.20.08. (Attached.)

Change 12: In Division 7 add Specification Section 07726 Horizontal Lifeline Fall Protection System dated 02.20.08. (Attached)

Change 13: In Specification Section 07413 Metal Wall Panels, Part 3, add:
"3.4A. 6. Incorporate concealed and integral fire-treated blocking and metal back plate to metal panel to accept electrical CCTV openings at locations where CCTV cameras coincide with metal panels."

Change 14: In Specification Section 08520 Aluminum Windows delete 2.1, A.
Replace with the following:
"2.1A. Basis-of-Design Product: Subject to compliance with requirements, provide Graham 1450H and 2275H, or a comparable product by one of the following manufacturers:

1. Efco
2. Traco

Change 15: In Specification Section 08710 Door Hardware add to 1.2 C LEED Submittal:
"1.b. LEED MR Credit 4.1 and 4.2: Indicating percentages by weight of postconsumer and preconsumer recycled content for products having recycled content.
1) Include statement indicating costs for each product having recycled content."

Change 16: In Specification Section 08801, delete 2.1, D. Replace with:
"2.1, D. Tempered Glass: ASTM C 1048, Condition A (uncoated surfaces), Type 1 (transparent glass, flat), Class 1 (clear), quality q3 (glazing select), kind FT (fully tempered); heat-soaked; and free of visible of tong marks."
In Specification Section 08801, delete 3.4, B. Replace with:
"3.4, B. Glass Type "G2": 1/4-inch thick clear tempered (Safety Rated) and heat-soaked."
In Specification Section 08801, delete 3.4, G. Replace with:
"3.4, G. Glass Type "G5-L": 1-inch Thick Insulated Laminated Exterior Glass Assembly: Unit shall consist of 1/4-inch thick clear low-E tempered and heat-soaked outboard lite Viracon Solarscreen VE 1-2M #2, 1/2-inch airspace, 1/8-inch clear lite, a 0.030 clear PVB interlayer, and a 1/8-inch clear lite. Other manufacturer's products will be considered subject to meeting the performance criteria specified herein."
Criteria 1-10 to remain as noted.
In Specification Section 08801, delete 3.4, H. replace with:
"3.4, H. Glass Type "G5-S-L"; 1-inch Thick Insulated Laminated and Spandrel Exterior Glass Assembly: Unit shall consist of 1/4-inch thick clear low-E tempered and heat-soaked outboard lite Viracon Solarscreen VE 1-2M #2, 1/2-inch airspace,1/8-inch clear lite, a 0.030 clear PVB interlayer, and a 1/8-inch clear lite. Provide ceramic frit on the #6 surface. Other manufacturer's products will be considered subject to meeting the performance criteria specified herein."
Criteria 1-3 to remain as noted.

In Specification Section 08801, delete 3.4, J. Replace with:

"3.4, J. Glass Type "G6-L"; 1-inch Thick Insulated Laminated Exterior Glass Assembly: Unit shall consist of 1/4-inch thick clear low-E tempered and heat-soaked outboard lite Viracon Solarscreen VE 15-2M #2, 1/2-inch airspace,1/8-inch thick Ultra-White lite, a 0.030 clear PVB interlayer, and a 1/8-inch thick Ultra-White lite. Other manufacturer's products will be considered subject to meeting the performance criteria specified herein." Criteria 1-11 to remain as noted.

In Specification Section 08801, delete 3.4, K. Replace with:

"3.4, K. Glass Type "G7-L"; 1-1/4-inch Thick Insulated Laminated Exterior Glass Assembly - At Vertical Daylight Monitors: Unit shall consist of 1/4-inch thick clear low-E tempered and heat-soaked outboard lite Viracon Solarscreen VE 85 #2, 1/2-inch airspace,1/4-inch clear lite, a 0.030 clear PVB interlayer, and a 1/4-inch clear lite. Other manufacturer's products will be considered subject to meeting the performance criteria specified herein." Criteria 1-11 to remain as noted.

Change 17: In Specification Section 08910 Aluminum Window Wall, delete 1.3 J., 1. Reference to ASHRAE IESHA Standard 90.1-1999 and replace with reference to ASHRAE IESNA Standard 90.1-2004.

Change 18: In Division 9 delete in its entirety Specification Section 09650 Resilient Tile Flooring dated 01.31.08.
In Division 9 add Specification Section 09650 Resilient Tile Flooring dated 02.20.08. (Attached)

Change 19: In Division 9 delete in its entirety Specification Section 09666 Sheet Vinyl Flooring dated 01.31.08.
In Division 9 add Specification Section 09666 Sheet Vinyl Flooring dated 02.20.08. (Attached)

Change 20: In Division 9 Cementitious Wood Fiber Sound Absorption Blocks, Part 2, delete 2.1, A. and replace with:
"2.1, A. Acceptable Manufacturer: Tectum, Inc., or comparable product meeting performance criteria outlined herein and as approved by Architect."

Change 21: In Division 9 Specification Section 09910 delete 2.5, H. Architecturally Exposed Steel. Replace with:
"H. Architecturally Exposed Steel:

1. Verify shop paint system which was specified as zinc-rich. Provide compatible primer if differing producer.
2. Remove loose primer all rust and surface contaminates to ensure bond.
3. Spot prime zinc shop primed surfaces - 2.0 – 3.0 mils DFT.
   a. PPG: Pitt Guard All Weather DTR Epoxy Coating 97-946 Series (241 g/L)
   b. S-W: Zinc Clad VI Waterbased Organic Zinc Rich Epoxy B69_210
   c. Tnemec Series 94 H2O.
4. Intermediate Coat – 2.0 – 4.0 mils Dry Film Thickness
   a. PPG: Pitt Guard All Weather DTR Epoxy Coating 97-946 Series (241 g/L)
   b. S-W: Macropoxy 646 Waterbased Tile-Clad Primer B73_200

c. Tnemec Series 27WB (Water Based) Typoxy

5. Top Coat – 4.0 Mils Dry Film Thickness
   a. PPG: Pitthane Ultra Gloss Urethane 95-812 Series (241 g/L)
   b. S-W: Acrolon Multi-Mil Waterbased Acrolon 100 B65_720
   c. Tnemec Series 740 Endura-Shield
6. Protective Coat – 1.5 mil Dry Film Thickness
   a. PPG: Pitthane Ultra Gloss Urethane 95-812 Series (241 g/L)
   b. S-W: Diamond Clad WB B65_175
   c. Tnemec Series 76 Endura Clear."

Change 22: In Division 10 Specification Section 10801 Toilet Accessories, delete "or equal of specified manufacturer" where it occurs in 3.3. Replace with "Comparable products from manufacturers listed above will be considered subject to meeting the performance criteria specified herein."

Change 23: In Division 11 Specification Section 11400, Part 4 – Line Item Specification, Item 12, Exhaust Hood, add:
"Item 6. "Provide exhaust fan switch and light switch."

Change 24: In Division 15 Specification Section 15082 Plumbing Insulation add to 1.2 SUMMARY:
"1.2 B. The materials in this Section are part of the overall USGBC 'Leadership in Energy and Environmental Design' LEED prerequisites and credits needed for Project to obtain LEED "Silver" Certification based on LEED NCv2.2 requirements. See Section 01352 LEED Requirements and this section for more information."

Add to 1.4 SUBMITTALS
"1.4E. Complete the LOW-EMITTING MATERIALS CREDIT DOCUMENTATION SHEET attached to Section 01352 for products in this section including appropriate back-up documentation."

and
"1.4F. LEED Submittal:
1. Product Data as required to show compliance with the following credits:
   a. EQc4.1 – Adhesives and Sealants
2. See Section 01352 LEED Requirements and this Section for more information."

Part 2 - Products, A. Manufacturers, A1. through A26. shall omit all references to specific product numbers. References to manufacturer names shall remain. Contractor shall confirm that all submitted products comply with LEED EQc4.1 – Adhesives and Sealants.

Change 25: In Division 15 delete in its entirety Specification Section 15083 HVAC Insulation dated 01.31.08.
In Division 15 add Specification Section 15083 HVAC Insulation dated 02.20.08. (Attached)

Change 26: In Division 15, Specification Section 15124 title "Expansion Fittings and Loops HVAC Piping" to be revised to "Expansion Fittings and Loops - Piping" and shall apply to all HVAC and plumbing piping.

Change 27: In Division 15, Specification Section 15127 title "Meters and Gauges for HVAC Piping" to be revised to "Meters and Gauges for Piping" and shall apply to all HVAC and plumbing piping.

Change 28: In Division 15 Specification Section 15140 "Domestic Water Piping" Part 1, add:

"1.4, D. Shop Drawings: Provide piping layout of the domestic water systems, detailed at ¼" scale. Drawings shall include pipe hangers and building attachments for underground and above ground piping."

Change 29: In Division 15 Specification Section 15150 "Sanitary Waste and Vent Piping" Part 1, add:

"1.4, B. Shop Drawings: Provide piping layout of the sanitary waste and vent systems, detailed at ¼" scale. Drawings shall include pipe hangers and building attachments for underground and above ground piping."

Change 30: In Division 15 Specification Section 15160 "Storm Drainage Piping" Part 1, add:

"1.4, B. Shop Drawings: Provide piping layout of the storm drainage systems, detailed at ¼" scale. Drawings shall include pipe hangers and building attachments for underground and above ground piping."

Change 31: In Division 15 Specification Section 15815 Metals Ducts add to 1.2 SUMMARY:

"1.2, C. The materials in this Section are part of the overall USGBC 'Leadership in Energy and Environmental Design' LEED prerequisites and credits needed for Project to obtain LEED "Silver" Certification based on LEED NCv2.2 requirements. See Section 01352 LEED Requirements and this section for more information."

Add to 1.4 SUBMITTALS

"1.4E. Complete the LOW-EMITTING MATERIALS CREDIT DOCUMENTATION SHEET attached to Section 01352 for products in this section including appropriate back-up documentation."

and

"1.4F. LEED Submittal:

1. Product Data as required to show compliance with the following credits:
    a. EQc4.1 – Adhesives and Sealants
2. See Section 01352 LEED Requirements and this Section for more information."

Change 32: In Division 15 delete in its entirety Specification Section 15725 Modular Indoor Air-Handling Units dated 01.31.08.
In Division 15 add Specification Section 15725 Modular Indoor Air-Handling Units dated 02.20.08. (Attached)

Change 33: In Division 15 delete in its entirety Specification Section 15958 Sequence of Operation dated 01.31.08.
In Division 15 add Specification Section 15958 Sequence of Operation dated 02.20.08. (Attached)

Change 34: In Division 16 delete in its entirety Specification Section 16621 Packaged Natural Gas Generator dated 01.31.08.
In Division 16 add Specification Section 16621 Packaged Natural Gas Generator dated 02.20.08. (Attached)

Change 35: In Division 16 delete in its entirety Specification Section 16781 CCTV System and Components dated 01.31.08.
In Division 16 add Specification Section 16781 CCTV System and Components dated 02.20.08. (Attached)

Change 36: The following text shall be added and apply to all Specification Divisions: "Asbestos Containing Materials (ACM) as defined in 40 CFR 763.83 shall not be used in construction, repair, or renovation of a Chicago Public School."

CHANGES TO DRAWINGS:

Change 37: Delete drawing sheets C1.0, C1.1, C1.2, C1.4, C1.5, C1.6, C1.7, C2.1-1, C2.1-3 and C2.1-5 dated 01.31.08, Issue for Bid.
Replace with new drawing sheets C1.0, C1.1, C1.2, C1.4, C1.5, C1.6, C1.7, C2.1-1, C2.1-3 and C2.1-5dated 02.20.08, with Delta 3, Addendum #2. (Attached)

Change 38: On drawing sheet L0.1, add General Note: "Contractor shall obtain permit for City of Chicago Bureau of Forestry for any tree removal within the public right of way prior to commencement of Work."

Change 39: On drawing sheet L2.3, Detail 6, delete note"5/8" dia. holes for anchors typical – 8 anchors."
Add note stating "5/8" dia. holes and anchors (8), typical."

Change 40: Delete drawing sheets L0.3, L1.1, L1.2, L1.3, L1.4 dated 01.31.08, Issue for Bid.
Replace with new drawing sheets L0.3, L1.1, L1.2, L1.3, L1.4 dated 02.20.08, with Delta 3, Addendum #2. (Attached)

Change 41: On drawing sheet AS.1, Contractor shall provide (3) signs, mounting and height sim. to detail 11/AS.2, with U.S.D.O.T. D4-3 text and graphics. Signage to be mounted in paving at locations to be determined.

Change 42: On drawing sheet A1.0, details 2, 3, and 4 graphics to include opposed blade dampers and mounting hardware at all perforated grilles as per mechanical schedules.

Change 43: On drawing sheet A1.1B, masonry opening dimensions at doors D040C and D040B to note 6'-8" width.

Change 44: Delete drawing sheets A1.1B, A1.1C, A1.2A, A1.2B, A1.2C, A1.3A, A1.3B, A1.3C, A1.3D, A1.5, A2.1A, A2.1C, A2.1D, A3.1, A3.2, A3.3, A3.4, A4.1, A4.4, A4.8, A5.1, A5.2, A5.4, A5.9, A5.12, A6.1, A6.4, A6.14, A6.16, A8.2, A8.8, A9.2, A12.1dated 01.31.08, Issue for Bid.
Replace with new drawings sheets A1.1B, A1.1C, A1.2A, A1.2B, A1.2C, A1.3A, A1.3B, A1.3C, A1.3D, A1.5, A2.1A, A2.1C, A2.1D, A3.1, A3.2, A3.3, A3.4, A4.1, A4.4, A4.8, A5.1, A5.2, A5.4, A5.9, A5.12, A6.1, A6.4, A6.14, A6.16, A8.2, A8.8, A9.2, A12.1 dated 02.20.08, with Delta 3, Addendum #2. (Attached.)

Change 45: On drawings sheets, A4.1 through A4.8, revise keynote 6 text to:
"Alum. window wall system w/ clear anodic finish, thermally broken profiles, insul. gl., butt-glazed corners, cont. sill receptors, and integral awning windows w/ 4" limiters; Ref. Spec. Section. 08910."

Change 46: On drawings sheets, A4.1 through A4.8, revise keynote 27 text to:
"Fire department connection (FDC) with alarm bell and visual alarm."

Change 47: On drawing sheet A5.3, details 2, 3, and 4 shall include lintels per structural drawings dated 02.20.08.

Change 48: On drawing sheet A5.6, details 2 and 3, window headers shall include lintels per structural drawings dated 02.20.08.

Change 49: On drawing sheet A5.7, details 2 and 4, door headers shall include lintels per structural drawings dated 02.20.08.

Change 50: On drawing sheet A5.8, details 1, 2 and 3, window, door, and cabinet unit heater headers shall include lintels per structural drawings dated 02.20.08.

Change 51: On drawing sheet A5.10, detail 1 shall include steel plate at columns per detail 3, drawing sheet A6.9.

Change 52: On drawing sheet A5.11, detail 2 door headers shall include lintels per structural drawings dated 02.20.08.

Change 53: On drawing sheet A5.13, detail 3 door header and other masonry openings shall include lintels per structural drawings dated 02.20.08.

Change 54: On drawing sheet A5.14, detail 2 door header shall include lintel per structural drawing sheet S4.2 dated 02.20.08 and steel plates at columns per detail 3, drawings sheet A6.9.

Change 55: On drawing sheet A5.18, detail 1 door header shall include lintel per structural drawings dated 02.20.08.

Change 56: On drawing sheet A6.2, detail 6 shall include continuous steel plate per structural drawings.

Change 57: On drawing sheet A6.6, detail 1 shall include continuous steel plate per structural drawings.

Change 58: On drawing sheet A6.3, details 4 and 11 window headers shall include lintels per structural drawings and typical 1/2" mortar net between lintel's vertical leg and back of face brick.

Change 59: On drawing sheet A6.7, details 3 and 9 window and door heads shall include lintels per per structural drawings dated 02.20.08.

Change 60: On drawing sheet A6.5, details 3 and 6 shall include continuous steel plate per structural drawings.

Change 61: On drawing sheet A6.15, details 1, 5, 2, 9, add general note; "All hose-bibb access panels shall be prefinished locking type, min. 12"x12" located to grant full access to valves for maintenance; typical for all hose-bibb locations – coordinate locations with plumbing drawings".

At detail 4, reduce width of column enclosure dimension centerline to west face from 1'-8" to 1'-0", shift masonry control joint in 8" nominal wall to align with 4" nominal CMU surround, add non fire-rated control joint reference tag "6/A9.2" at three locations where 4" nom. masonry abuts 8" nom. masonry. Add fire-rated control joint reference tag "5/A9.2" at two locations where 8" nom. masonry is interrupted by a control joint. Shift joint to occur at intersection of two 8" nominal CMU partitions; revise note at top of detail to read "Masonry control joint (fire-rated) where located in fire-rated partitions); see sheets a1.1A, B, C, D for locations + sheet A9.2 for details".

At detail 12, at gypsum board termination adjacent to CMU add keynote "119-B, typ."

Change 62: Delete drawing sheets FS1 and FS3, dated 01.31.08, Issue for Bid.
Replace with FS1 and FS3, dated 02.20.08, with Delta 3, Addendum #2. (Attached)

Change 63: Delete drawing sheets S0.1, S1.1A, S1.1B, S1.1C, S1.1D, S1.1E, S1.3A, S1.3B, S1.3C, S2.2, S2.3, S3.2, S3.3, S3.4, S3.5, S3.6, S3.7, S4.1, S4.2 dated 01.31.08, Issue for Bid.
Replace with new drawing sheets S0.1, S1.1A, S1.1B, S1.1C, S1.1D, S1.1E, S1.3A, S1.3B, S1.3C, S2.2, S2.3, S3.2, S3.3, S3.4, S3.5, S3.6, S3.7, S4.1, S4.2 dated 02.20.08, with Delta 3, Addendum #2. (Attached)

Change 64: Delete drawing sheets P0.1, P1.1, P1.1A, P1.1B, P1.1C, P1.1D, P2.2, P2.2B, P2.2C, P3.1, P5.1, P6.6 dated 01.31.08, Issue for Bid.
Replace with new drawing sheets P0.1, P1.1, P1.1A, P1.1B, P1.1C, P1.1D, P2.2, P2.2B, P2.2C, P3.1, P5.1, P6.6 dated 02.20.08, with Delta 3, Addendum #2. (Attached)

Change 65: Delete drawing sheets FP0.1, FP2.2 dated 01.31.08, Issue for Bid.
Replace with new drawing sheets FP0.1, FP2.2 dated 02.20.08, with Delta 3, Addendum #2. (Attached)

Change 66: On drawings sheets FP1.1A, FP1.1B, FP1.1C, FP1.1D, all Siamese connections to include a 10" weather-proof alarm bell and visual alarm.

Change 67: Delete drawing sheets M0.1A, M0.1B, M0.1C, M0.1D, M1.1A, M1.1B, M1.1C, M1.1D, M1.2A, M3.2, M3.3, M4.1, M4.2, M5.1, M5.2, M5.3A, M5.7, M5.10 dated 01.31.08, Issue for Bid.
Replace with new drawing sheets M0.1A, M0.1B, M0.1C, M0.1D, M1.1A, M1.1B, M1.1C, M1.1D, M1.2A, M3.2, M3.3, M4.1, M4.2, M5.1, M5.2, M5.3A, M5.7, M5.10 dated 02.20.08, with Delta 3, Addendum #2. (Attached)

Change 68: Delete drawing sheet M5.11 Sequence of Operation in its entirety.

Change 69: On E5.1, Light Fixture Schedule, F22 fixture should include "Pendant" mounting type. Exit signage at all vestibules to be provided with pendant-mounting. Provision is an addition to E5.1, issued 02.20.08.

Change 70: Delete drawing sheets E0.1, ES.1, E1.1B, E1.2A, E1.2B, E1.2C, E1.2D, E2.1A, E2.1B, E2.1C, E2.2A, E2.2B, E2.2C, E2.2D, E3.1B, E4.7, E5.1, E5.2, E5.3, E5.4, E5.6, and E5.7 dated 01.31.08, Issue for Bid.
Replace with new drawing sheets E0.1, ES.1, E1.1B, E1.2A, E1.2B, E1.2C, E1.2D, E2.1A, E2.1B, E2.1C, E2.2A, E2.2B, E2.2C, E2.2D, E3.1B, E4.7, E5.1, E5.2, E5.3, E5.4, E5.6, and E5.7 dated 02.20.08, with Delta 3, Addendum #2. (Attached)

Change 71: Scope of remediation excavation has been revised in site preparation phase. Accordingly, delete For Reference Only drawing sheet R-1 Remediation Plan, dated 09.14.07.
Replace with new For Reference Only drawing sheet R-1 dated 02.19.08. On R-1, On Site Excavation Schedule, the "Estimated Finished Elev. (CCD)" is the subgrade or top of fill elevations. Contractor shall assume these to be grades at the hatched remediation areas (Areas R1, R2, R3, R4, and R5 as shown on R-1) upon completion of the site preparation scope of work performed by others.

Change 72: Scope of site preparation excavation and fill has been revised at closed street 103rd Place in its entirety. (Closed 103rd Place = Site Area '5B' on G1.1A phasing diagram issued with Addendum 1.) Bottom of site preparation excavation was revised to 19.5' CCD for entire Area '5B.' Top of backfill was revised to 21.0' CCD for entire Area '5B'. These revised excavation and fill depths supercede those noted on For Reference Only site preparation drawing SP.5, ASK-2, dated 10.02.07 in Area 5B only. Contractor shall assume 21.0' CCD to be grade at Site Area '5B' on G1.1A phasing diagram upon completion of the site preparation scope of work performed by others.

List of Attachments:

Specification Section 01510, 8-1/2" x 11" format
Specification Section 02511 Bituminous Concrete Paving, 8-1/2" x 11" format
Specification Section 02730 Interlocking Concrete Pavers, 8-1/2" x 11" format
Specification Section 05121 Architecturally Exposed Structural Steel Framing, 8-1/2" x 11" format
Specification Section 07726 Horizontal Lifeline Fall Protection System, 8-1/2" x 11" format
Specification Section 09650 Resilient Tile Flooring, 8-1/2" x 11" format
Specification Section 09666 Sheet Vinyl Flooring, 8-1/2" x 11" format
Specification Section 15083 HVAC Insulation, 8-1/2" x 11" format
Specification Section 15725 Modular Indoor Air-Handling Units, 8-1/2" x 11" format
Specification Section 15958 Sequence of Operation, 8-1/2" x 11" format
Specification Section 16621 Packaged Natural Gas Generator, 8-1/2" x 11" format
Specification Section 16781 CCTV System and Components, 8-1/2" x 11" format

Drawing Sheet C1.0 dated 02.20.08, full-size sheet
Drawing Sheet C1.1 dated 02.20.08, full-size sheet
Drawing Sheet C1.2 dated 02.20.08, full-size sheet
Drawing Sheet C1.4 dated 02.20.08, full-size sheet
Drawing Sheet C1.5 dated 02.20.08, full-size sheet
Drawing Sheet C1.6 dated 02.20.08, full-size sheet
Drawing Sheet C1.7 dated 02.20.08, full-size sheet
Drawing Sheet C2.1-1 dated 02.20.08, full-size sheet
Drawing Sheet C2.1-3 dated 02.20.08, full-size sheet
Drawing Sheet C2.1-5 dated 02.20.08, full-size sheet

Drawing Sheet L0.3 dated 02.20.08, full-size sheet
Drawing Sheet L1.1 dated 02.20.08, full-size sheet
Drawing Sheet L1.2 dated 02.20.08, full-size sheet
Drawing Sheet L1.3 dated 02.20.08, full-size sheet
Drawing Sheet L1.4 dated 02.20.08, full-size sheet

Drawing Sheet A1.1B dated 02.20.08, full-size sheet
Drawing Sheet A1.1C dated 02.20.08, full-size sheet
Drawing Sheet A1.2A dated 02.20.08, full-size sheet
Drawing Sheet A1.2B dated 02.20.08, full-size sheet
Drawing Sheet A1.2C dated 02.20.08, full-size sheet
Drawing Sheet A1.3A dated 02.20.08, full-size sheet
Drawing Sheet A1.3B dated 02.20.08, full-size sheet
Drawing Sheet A1.3C dated 02.20.08, full-size sheet
Drawing Sheet A1.3D dated 02.20.08, full-size sheet
Drawing Sheet A1.5 dated 02.20.08, full-size sheet
Drawing Sheet A2.1A dated 02.20.08, full-size sheet
Drawing Sheet A2.1C dated 02.20.08, full-size sheet
Drawing Sheet A2.1D dated 02.20.08, full-size sheet
Drawing Sheet A3.1 dated 02.20.08, full-size sheet
Drawing Sheet A3.2 dated 02.20.08, full-size sheet
Drawing Sheet A3.3 dated 02.20.08, full-size sheet
Drawing Sheet A3.4 dated 02.20.08, full-size sheet
Drawing Sheet A4.1 dated 02.20.08, full-size sheet
Drawing Sheet A4.4 dated 02.20.08, full-size sheet

Drawing Sheet A4.8 dated 02.20.08, full-size sheet
Drawing Sheet A5.1 dated 02.20.08, full-size sheet
Drawing Sheet A5.2 dated 02.20.08, full-size sheet
Drawing Sheet A5.4 dated 02.20.08, full-size sheet
Drawing Sheet A5.9 dated 02.20.08, full-size sheet
Drawing Sheet A5.12 dated 02.20.08, full-size sheet
Drawing Sheet A6.1 dated 02.20.08, full-size sheet
Drawing Sheet A6.4 dated 02.20.08, full-size sheet
Drawing Sheet A6.14 dated 02.20.08, full-size sheet
Drawing Sheet A6.16 dated 02.20.08, full-size sheet
Drawing Sheet A8.2 dated 02.20.08, full-size sheet
Drawing Sheet A8.8 dated 02.20.08, full-size sheet
Drawing Sheet A9.2 dated 02.20.08, full-size sheet
Drawing Sheet A12.1 dated 02.20.08, full-size sheet

Drawing Sheet FS1 dated 02.20.08, full-size sheet
Drawing Sheet FS3 dated 02.20.08, full-size sheet

Drawing Sheet S0.1 dated 02.20.08, full-size sheet
Drawing Sheet S1.1A dated 02.20.08, full-size sheet
Drawing Sheet S1.1B dated 02.20.08, full-size sheet
Drawing Sheet S1.1C dated 02.20.08, full-size sheet
Drawing Sheet S1.1D dated 02.20.08, full-size sheet
Drawing Sheet S1.1E dated 02.20.08, full-size sheet
Drawing Sheet S1.3A dated 02.20.08, full-size sheet
Drawing Sheet S1.3B dated 02.20.08, full-size sheet
Drawing Sheet S1.3C dated 02.20.08, full-size sheet
Drawing Sheet S2.2 dated 02.20.08, full-size sheet
Drawing Sheet S2.3 dated 02.20.08, full-size sheet
Drawing Sheet S3.2 dated 02.20.08, full-size sheet
Drawing Sheet S3.3 dated 02.20.08, full-size sheet
Drawing Sheet S3.4 dated 02.20.08, full-size sheet
Drawing Sheet S3.5 dated 02.20.08, full-size sheet
Drawing Sheet S3.6 dated 02.20.08, full-size sheet
Drawing Sheet S3.7 dated 02.20.08, full-size sheet
Drawing Sheet S4.1 dated 02.20.08, full-size sheet
Drawing Sheet S4.2 dated 02.20.08, full-size sheet

Drawings Sheet M0.1A dated 02.20.08, full-size sheet
Drawings Sheet M0.1B dated 02.20.08, full-size sheet
Drawings Sheet M0.1C dated 02.20.08, full-size sheet
Drawings Sheet M0.1D dated 02.20.08, full-size sheet
Drawings Sheet M1.1A dated 02.20.08, full-size sheet
Drawings Sheet M1.1B dated 02.20.08, full-size sheet
Drawings Sheet M1.1C dated 02.20.08, full-size sheet
Drawings Sheet M1.1D dated 02.20.08, full-size sheet
Drawings Sheet M1.2A dated 02.20.08, full-size sheet
Drawings Sheet M3.2 dated 02.20.08, full-size sheet
Drawings Sheet M3.3 dated 02.20.08, full-size sheet
Drawings Sheet M4.1 dated 02.20.08, full-size sheet
Drawings Sheet M4.2 dated 02.20.08, full-size sheet

Drawings Sheet M5.1 dated 02.20.08, full-size sheet
Drawings Sheet M5.2 dated 02.20.08, full-size sheet
Drawings Sheet M5.3A dated 02.20.08, full-size sheet
Drawings Sheet M5.7 dated 02.20.08, full-size sheet
Drawings Sheet M5.10 dated 02.20.08, full-size sheet

Drawing Sheet P0.1 dated 02.20.08, full-size sheet
Drawing Sheet P1.1 dated 02.20.08, full-size sheet
Drawing Sheet P1.1A dated 02.20.08, full-size sheet
Drawing Sheet P1.1B dated 02.20.08, full-size sheet
Drawing Sheet P1.1C dated 02.20.08, full-size sheet
Drawing Sheet P1.1D dated 02.20.08, full-size sheet
Drawing Sheet P2.2 dated 02.20.08, full-size sheet
Drawing Sheet P2.2B dated 02.20.08, full-size sheet
Drawing Sheet P2.2Cdated 02.20.08, full-size sheet
Drawing Sheet P3.1 dated 02.20.08, full-size sheet
Drawing Sheet P5.1 dated 02.20.08, full-size sheet
Drawing Sheet P6.6 dated 02.20.08, full-size sheet

Drawing Sheet FP0.1 dated 02.20.08, full-size sheet
Drawing Sheet FP2.2 dated 02.20.08, full-size sheet

Drawings Sheet E0.1 dated 02.20.08, full-size sheet
Drawings Sheet ES.1 dated 02.20.08, full-size sheet
Drawings Sheet E1.1B dated 02.20.08, full-size sheet
Drawings Sheet E1.2A dated 02.20.08, full-size sheet
Drawings Sheet E1.2B dated 02.20.08, full-size sheet
Drawings Sheet E1.2C dated 02.20.08, full-size sheet
Drawings Sheet E1.2D dated 02.20.08, full-size sheet
Drawings Sheet E2.1A dated 02.20.08, full-size sheet
Drawings Sheet E2.1B dated 02.20.08, full-size sheet
Drawings Sheet E2.1C dated 02.20.08, full-size sheet
Drawings Sheet E2.2A dated 02.20.08, full-size sheet
Drawings Sheet E2.2B dated 02.20.08, full-size sheet
Drawings Sheet E2.2C dated 02.20.08, full-size sheet
Drawings Sheet E2.2D dated 02.20.08, full-size sheet
Drawings Sheet E3.1B dated 02.20.08, full-size sheet
Drawings Sheet E4.7 dated 02.20.08, full-size sheet
Drawings Sheet E5.1 dated 02.20.08, full-size sheet
Drawings Sheet E5.2 dated 02.20.08, full-size sheet
Drawings Sheet E5.3 dated 02.20.08, full-size sheet
Drawings Sheet E5.4 dated 02.20.08, full-size sheet
Drawing Sheet E5.6 dated 02.20.08, full-size sheet
Drawing Sheet E5.7 dated 02.20.08, full-size sheet

For Reference Only Drawing Sheet R-1 dated 02.19.08, full-size sheet

END OF ADDENDUM NO.2

PUBLIC BUILDING COMMISSION OF CHICAGO

ADDENDUM NO. 2 TO CONTRACT NO. 1464

Langston Hughes/Davis Developmental Elementary School
For
New Construction

DATE: Thursday, February 21, 2008

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

BOOK 3 - TECHNICAL SPECIFICATIONS:

Change 1: In Table of Contents, add:
"Section 01510 Temporary Offices"
"Section 07726 Horizontal Lifeline Fall Protection System"
and revise:
"Section 15124 'Expansion Fittings and Loops HVAC Piping' to 'Expansion Fittings and Loops for Piping'"
"Section 15127 'Meters and Gauges for HVAC Piping' to "Meters and Gauges for Piping'"

Change 2: In Division 1 add Specification 01510 Temporary Offices. (Attached)

Change 3: Clarification: All Division 2 Specifications and scope of work to comply with requirements set forth in Specification Section 02316 Soil Management and Handling.

Change 4: In Division 2 add to Specification Section 02222 Excavating, Backfilling, and Compacting for Utilities add to Part 1:
"1.1 Summary, C. Related Work
1. Division 2 – Earthwork
2. Division 2 – Soil Management and Handling

Change 5: In Division 2 add to Specification Section 02300 Earthwork Part 1
"1.1 Summary, C. Related Work 2. Division 2 – Soil Management and Handling"

Change 6: In Division 2 delete in its entirety Specification Section 02511 Bituminous Concrete Paving dated 01.31.08.
In Division 2 add Specification Section 02511 Bituminous Concrete Paving dated 02.20.08. (Attached)

Change 7: In Division 2 delete in its entirety Specification Section 02730 Interlocking Concrete Pavers dated 01.31.08.
In Division 2 add Specification Section 02730 Interlocking Concrete Pavers dated 02.20.08. (Attached)

Change 8: In Specification Section 02795 Grass Paving add to Part 1:
1.1 Summary, C. "The materials in this Section are part of the overall USGBC "Leadership in Energy and Environmental Design" LEED prerequisites and credits needed for Project to obtain LEED "Silver" Certification based on LEED-NC, Version 2.2 requirements. See Section 01352 LEED Requirements and this section for more information."

Delete 1.3 Submittals.
Replace with the following:
"1.3 Submittals
A. Complete the MATERIALS CREDITS DOCUMENTATION SHEET attached to Section 01352 for products in this section.
B. Submit manufacturer's product data and installation instructions.
C. Submit a 10" x 10" section of Grass Paving unit material for review. Reviewed and accepted samples will be returned to the contractor.
D. Submit material certificates for base course and sand fill materials.
E. LEED Submittal:
1. Product Data as required to show compliance with the following credits:
a) LEED MR Credit 4.1 and 4.2 - Recycled Content
b) LEED MR Credit 5.1 and 5.2- Regional Materials, Extracted, Processed and Manufactured Regionally
2. See Section 01352 LEED Requirements and this Section for more information."

Change 9: In Specification Section 02824 Wood Fencing/ Steel Supported add to Part 1, 1.3F. LEED Submittal:
"1.c) LEED MR Credit 7 – FSC Certified Wood"

Change 10: In Specification Section 04200 Masonry delete 2.1, L.
Replace with the following:
"L. Cavity Insulation with Integral Drainage Matting:
1. Insulation: Extruded-Polystyrene Board Insulation: ASTM C 578, Type X, closed-cell product extruded with an integral skin.
a. Insulation Thickness: 2-1/2 inches.
b. Minimum R Value: 5 per inch.
2. Drainage Matting: Mat shall be fluid conducting, non-absorbent, mold and mildew resistant polymer mesh consisting of 100 percent recycled plastic with binder. Mat shall be a non-woven textile product in random pattern and shall have voids no greater than 1/4 inch in diameter. Matting shall be integrally bonded to the face of the cavity wall insulation and be suitable for substantially continuous installation behind the full-height of masonry. At steel lintels, provide individual strips of 1/2-inch thick drainage matting tied into the adhered matting above.
a. Drainage Mat Thickness on Insulation: 1-inch. "

Change 11: In Division 5 delete in its entirety Specification Section 05121 Architecturally Exposed Structural Steel Framing dated 01.31.08.
Replace with Specification Section 05121 Architecturally Exposed Structural Steel Framing dated 02.20.08. (Attached.)

Change 12: In Division 7 add Specification Section 07726 Horizontal Lifeline Fall Protection System dated 02.20.08. (Attached)

Change 13: In Specification Section 07413 Metal Wall Panels, Part 3, add:
"3.4A. 6. Incorporate concealed and integral fire-treated blocking and metal back plate to metal panel to accept electrical CCTV openings at locations where CCTV cameras coincide with metal panels."

Change 14: In Specification Section 08520 Aluminum Windows delete 2.1, A.
Replace with the following:
"2.1A. Basis-of-Design Product: Subject to compliance with requirements, provide Graham 1450H and 2275H, or a comparable product by one of the following manufacturers:

1. Efco
2. Traco

Change 15: In Specification Section 08710 Door Hardware add to 1.2 C LEED Submittal:
"1.b. LEED MR Credit 4.1 and 4.2: Indicating percentages by weight of postconsumer and preconsumer recycled content for products having recycled content.

1) Include statement indicating costs for each product having recycled content."

Change 16: In Specification Section 08801, delete 2.1, D. Replace with:
"2.1, D. Tempered Glass: ASTM C 1048, Condition A (uncoated surfaces), Type 1 (transparent glass, flat), Class 1 (clear), quality q3 (glazing select), kind FT (fully tempered); heat-soaked; and free of visible of tong marks."

In Specification Section 08801, delete 3.4, B. Replace with:
"3.4, B. Glass Type "G2": 1/4-inch thick clear tempered (Safety Rated) and heat-soaked."

In Specification Section 08801, delete 3.4, G. Replace with:
"3.4, G. Glass Type "G5-L": 1-inch Thick Insulated Laminated Exterior Glass Assembly: Unit shall consist of 1/4-inch thick clear low-E tempered and heat-soaked outboard lite Viracon Solarscreen VE 1-2M #2, 1/2-inch airspace, 1/8-inch clear lite, a 0.030 clear PVB interlayer, and a 1/8-inch clear lite. Other manufacturer's products will be considered subject to meeting the performance criteria specified herein."
Criteria 1-10 to remain as noted.

In Specification Section 08801, delete 3.4, H. replace with:
"3.4, H. Glass Type "G5-S-L"; 1-inch Thick Insulated Laminated and Spandrel Exterior Glass Assembly: Unit shall consist of 1/4-inch thick clear low-E tempered and heat-soaked outboard lite Viracon Solarscreen VE 1-2M #2, 1/2-inch airspace,1/8-inch clear lite, a 0.030 clear PVB interlayer, and a 1/8-inch clear lite. Provide ceramic frit on the #6 surface. Other manufacturer's products will be considered subject to meeting the performance criteria specified herein."
Criteria 1-3 to remain as noted.

In Specification Section 08801, delete 3.4, J. Replace with:

"3.4, J. Glass Type "G6-L"; 1-inch Thick Insulated Laminated Exterior Glass Assembly: Unit shall consist of 1/4-inch thick clear low-E tempered and heat-soaked outboard lite Viracon Solarscreen VE 15-2M #2, 1/2-inch airspace,1/8-inch thick Ultra-White lite, a 0.030 clear PVB interlayer, and a 1/8-inch thick Ultra-White lite. Other manufacturer's products will be considered subject to meeting the performance criteria specified herein." Criteria 1-11 to remain as noted.

In Specification Section 08801, delete 3.4, K. Replace with:

"3.4, K. Glass Type "G7-L"; 1-1/4-inch Thick Insulated Laminated Exterior Glass Assembly - At Vertical Daylight Monitors: Unit shall consist of 1/4-inch thick clear low-E tempered and heat-soaked outboard lite Viracon Solarscreen VE 85 #2, 1/2-inch airspace,1/4-inch clear lite, a 0.030 clear PVB interlayer, and a 1/4-inch clear lite. Other manufacturer's products will be considered subject to meeting the performance criteria specified herein." Criteria 1-11 to remain as noted.

Change 17: In Specification Section 08910 Aluminum Window Wall, delete 1.3 J., 1. Reference to ASHRAE IESHA Standard 90.1-1999 and replace with reference to ASHRAE IESNA Standard 90.1-2004.

Change 18: In Division 9 delete in its entirety Specification Section 09650 Resilient Tile Flooring dated 01.31.08.
In Division 9 add Specification Section 09650 Resilient Tile Flooring dated 02.20.08. (Attached)

Change 19: In Division 9 delete in its entirety Specification Section 09666 Sheet Vinyl Flooring dated 01.31.08.
In Division 9 add Specification Section 09666 Sheet Vinyl Flooring dated 02.20.08. (Attached)

Change 20: In Division 9 Cementitious Wood Fiber Sound Absorption Blocks, Part 2, delete 2.1, A. and replace with:
"2.1, A. Acceptable Manufacturer: Tectum, Inc., or comparable product meeting performance criteria outlined herein and as approved by Architect."

Change 21: In Division 9 Specification Section 09910 delete 2.5, H. Architecturally Exposed Steel. Replace with:

"H. Architecturally Exposed Steel:

1. Verify shop paint system which was specified as zinc-rich. Provide compatible primer if differing producer.
2. Remove loose primer all rust and surface contaminates to ensure bond.
3. Spot prime zinc shop primed surfaces - 2.0 – 3.0 mils DFT.
   a. PPG: Pitt Guard All Weather DTR Epoxy Coating 97-946 Series (241 g/L)
   b. S-W: Zinc Clad VI Waterbased Organic Zinc Rich Epoxy B69_210
   c. Tnemec Series 94 H2O.
4. Intermediate Coat – 2.0 – 4.0 mils Dry Film Thickness
   a. PPG: Pitt Guard All Weather DTR Epoxy Coating 97-946 Series (241 g/L)
   b. S-W: Macropoxy 646 Waterbased Tile-Clad Primer B73_200

c. Tnemec Series 27WB (Water Based) Typoxy

5. Top Coat – 4.0 Mils Dry Film Thickness
   a. PPG: Pitthane Ultra Gloss Urethane 95-812 Series (241 g/L)
   b. S-W: Acrolon Multi-Mil Waterbased Acrolon 100 B65_720
   c. Tnemec Series 740 Endura-Shield
6. Protective Coat – 1.5 mil Dry Film Thickness
   a. PPG: Pitthane Ultra Gloss Urethane 95-812 Series (241 g/L)
   b. S-W: Diamond Clad WB B65_175
   c. Tnemec Series 76 Endura Clear."

Change 22: In Division 10 Specification Section 10801 Toilet Accessories, delete "or equal of specified manufacturer" where it occurs in 3.3. Replace with "Comparable products from manufacturers listed above will be considered subject to meeting the performance criteria specified herein."

Change 23: In Division 11 Specification Section 11400, Part 4 – Line Item Specification, Item 12, Exhaust Hood, add:
"Item 6. "Provide exhaust fan switch and light switch."

Change 24: In Division 15 Specification Section 15082 Plumbing Insulation add to 1.2 SUMMARY:
"1.2 B. The materials in this Section are part of the overall USGBC 'Leadership in Energy and Environmental Design' LEED prerequisites and credits needed for Project to obtain LEED "Silver" Certification based on LEED NCv2.2 requirements. See Section 01352 LEED Requirements and this section for more information."

Add to 1.4 SUBMITTALS
"1.4E. Complete the LOW-EMITTING MATERIALS CREDIT DOCUMENTATION SHEET attached to Section 01352 for products in this section including appropriate back-up documentation."

and

"1.4F. LEED Submittal:
1. Product Data as required to show compliance with the following credits:
   a. EQc4.1 – Adhesives and Sealants
2. See Section 01352 LEED Requirements and this Section for more information."

Part 2 - Products, A. Manufacturers, A1. through A26. shall omit all references to specific product numbers. References to manufacturer names shall remain. Contractor shall confirm that all submitted products comply with LEED EQc4.1 – Adhesives and Sealants.

Change 25: In Division 15 delete in its entirety Specification Section 15083 HVAC Insulation dated 01.31.08.
In Division 15 add Specification Section 15083 HVAC Insulation dated 02.20.08. (Attached)

Change 26: In Division 15, Specification Section 15124 title "Expansion Fittings and Loops HVAC Piping" to be revised to "Expansion Fittings and Loops - Piping" and shall apply to all HVAC and plumbing piping.

Change 27: In Division 15, Specification Section 15127 title "Meters and Gauges for HVAC Piping" to be revised to "Meters and Gauges for Piping" and shall apply to all HVAC and plumbing piping.

Change 28: In Division 15 Specification Section 15140 "Domestic Water Piping" Part 1, add:
"1.4, D. Shop Drawings: Provide piping layout of the domestic water systems, detailed at ¼" scale. Drawings shall include pipe hangers and building attachments for underground and above ground piping."

Change 29: In Division 15 Specification Section 15150 "Sanitary Waste and Vent Piping" Part 1, add:
"1.4, B. Shop Drawings: Provide piping layout of the sanitary waste and vent systems, detailed at ¼" scale. Drawings shall include pipe hangers and building attachments for underground and above ground piping."

Change 30: In Division 15 Specification Section 15160 "Storm Drainage Piping" Part 1, add:
"1.4, B. Shop Drawings: Provide piping layout of the storm drainage systems, detailed at ¼" scale. Drawings shall include pipe hangers and building attachments for underground and above ground piping."

Change 31: In Division 15 Specification Section 15815 Metals Ducts add to 1.2 SUMMARY:
"1.2, C. The materials in this Section are part of the overall USGBC 'Leadership in Energy and Environmental Design' LEED prerequisites and credits needed for Project to obtain LEED "Silver" Certification based on LEED NCv2.2 requirements. See Section 01352 LEED Requirements and this section for more information."
Add to 1.4 SUBMITTALS
"1.4E. Complete the LOW-EMITTING MATERIALS CREDIT DOCUMENTATION SHEET attached to Section 01352 for products in this section including appropriate back-up documentation."
and
"1.4F. LEED Submittal:
1. Product Data as required to show compliance with the following credits:
    a. EQc4.1 – Adhesives and Sealants
2. See Section 01352 LEED Requirements and this Section for more information."

Change 32: In Division 15 delete in its entirety Specification Section 15725 Modular Indoor Air-Handling Units dated 01.31.08.
In Division 15 add Specification Section 15725 Modular Indoor Air-Handling Units dated 02.20.08. (Attached)

Change 33: In Division 15 delete in its entirety Specification Section 15958 Sequence of Operation dated 01.31.08.
In Division 15 add Specification Section 15958 Sequence of Operation dated 02.20.08. (Attached)

Change 34: In Division 16 delete in its entirety Specification Section 16621 Packaged Natural Gas Generator dated 01.31.08.
In Division 16 add Specification Section 16621 Packaged Natural Gas Generator dated 02.20.08. (Attached)

Change 35: In Division 16 delete in its entirety Specification Section 16781 CCTV System and Components dated 01.31.08.
In Division 16 add Specification Section 16781 CCTV System and Components dated 02.20.08. (Attached)

Change 36: The following text shall be added and apply to all Specification Divisions: "Asbestos Containing Materials (ACM) as defined in 40 CFR 763.83 shall not be used in construction, repair, or renovation of a Chicago Public School."

CHANGES TO DRAWINGS:

Change 37: Delete drawing sheets C1.0, C1.1, C1.2, C1.4, C1.5, C1.6, C1.7, C2.1-1, C2.1-3 and C2.1-5 dated 01.31.08, Issue for Bid.
Replace with new drawing sheets C1.0, C1.1, C1.2, C1.4, C1.5, C1.6, C1.7, C2.1-1, C2.1-3 and C2.1-5dated 02.20.08, with Delta 3, Addendum #2. (Attached)

Change 38: On drawing sheet L0.1, add General Note: "Contractor shall obtain permit for City of Chicago Bureau of Forestry for any tree removal within the public right of way prior to commencement of Work."

Change 39: On drawing sheet L2.3, Detail 6, delete note"5/8" dia. holes for anchors typical – 8 anchors."
Add note stating "5/8" dia. holes and anchors (8), typical."

Change 40: Delete drawing sheets L0.3, L1.1, L1.2, L1.3, L1.4 dated 01.31.08, Issue for Bid.
Replace with new drawing sheets L0.3, L1.1, L1.2, L1.3, L1.4 dated 02.20.08, with Delta 3, Addendum #2. (Attached)

Change 41: On drawing sheet AS.1, Contractor shall provide (3) signs, mounting and height sim. to detail 11/AS.2, with U.S.D.O.T. D4-3 text and graphics. Signage to be mounted in paving at locations to be determined.

Change 42: On drawing sheet A1.0, details 2, 3, and 4 graphics to include opposed blade dampers and mounting hardware at all perforated grilles as per mechanical schedules.

Change 43: On drawing sheet A1.1B, masonry opening dimensions at doors D040C and D040B to note 6'-8" width.

Change 44: Delete drawing sheets A1.1B, A1.1C, A1.2A, A1.2B, A1.2C, A1.3A, A1.3B, A1.3C, A1.3D, A1.5, A2.1A, A2.1C, A2.1D, A3.1, A3.2, A3.3, A3.4, A4.1, A4.4, A4.8, A5.1, A5.2, A5.4, A5.9, A5.12, A6.1, A6.4, A6.14, A6.16, A8.2, A8.8, A9.2, A12.1dated 01.31.08, Issue for Bid.
Replace with new drawings sheets A1.1B, A1.1C, A1.2A, A1.2B, A1.2C, A1.3A, A1.3B, A1.3C, A1.3D, A1.5, A2.1A, A2.1C, A2.1D, A3.1, A3.2, A3.3, A3.4, A4.1, A4.4, A4.8, A5.1, A5.2, A5.4, A5.9, A5.12, A6.1, A6.4, A6.14, A6.16, A8.2, A8.8, A9.2, A12.1 dated 02.20.08, with Delta 3, Addendum #2. (Attached.)

Change 45: On drawings sheets, A4.1 through A4.8, revise keynote 6 text to:
"Alum. window wall system w/ clear anodic finish, thermally broken profiles, insul. gl., butt-glazed corners, cont. sill receptors, and integral awning windows w/ 4" limiters; Ref. Spec. Section. 08910."

Change 46: On drawings sheets, A4.1 through A4.8, revise keynote 27 text to:
"Fire department connection (FDC) with alarm bell and visual alarm."

Change 47: On drawing sheet A5.3, details 2, 3, and 4 shall include lintels per structural drawings dated 02.20.08.

Change 48: On drawing sheet A5.6, details 2 and 3, window headers shall include lintels per structural drawings dated 02.20.08.

Change 49: On drawing sheet A5.7, details 2 and 4, door headers shall include lintels per structural drawings dated 02.20.08.

Change 50: On drawing sheet A5.8, details 1, 2 and 3, window, door, and cabinet unit heater headers shall include lintels per structural drawings dated 02.20.08.

Change 51: On drawing sheet A5.10, detail 1 shall include steel plate at columns per detail 3, drawing sheet A6.9.

Change 52: On drawing sheet A5.11, detail 2 door headers shall include lintels per structural drawings dated 02.20.08.

Change 53: On drawing sheet A5.13, detail 3 door header and other masonry openings shall include lintels per structural drawings dated 02.20.08.

Change 54: On drawing sheet A5.14, detail 2 door header shall include lintel per structural drawing sheet S4.2 dated 02.20.08 and steel plates at columns per detail 3, drawings sheet A6.9.

Change 55: On drawing sheet A5.18, detail 1 door header shall include lintel per structural drawings dated 02.20.08.

Change 56: On drawing sheet A6.2, detail 6 shall include continuous steel plate per structural drawings.

Change 57: On drawing sheet A6.6, detail 1 shall include continuous steel plate per structural drawings.

Change 58: On drawing sheet A6.3, details 4 and 11 window headers shall include lintels per structural drawings and typical 1/2" mortar net between lintel's vertical leg and back of face brick.

Change 59: On drawing sheet A6.7, details 3 and 9 window and door heads shall include lintels per per structural drawings dated 02.20.08.

Change 60: On drawing sheet A6.5, details 3 and 6 shall include continuous steel plate per structural drawings.

Change 61: On drawing sheet A6.15, details 1, 5, 2, 9, add general note; "All hose-bibb access panels shall be prefinished locking type, min. 12"x12" located to grant full access to valves for maintenance; typical for all hose-bibb locations – coordinate locations with plumbing drawings".

At detail 4, reduce width of column enclosure dimension centerline to west face from 1'-8" to 1'-0", shift masonry control joint in 8" nominal wall to align with 4" nominal CMU surround, add non fire-rated control joint reference tag "6/A9.2" at three locations where 4" nom. masonry abuts 8" nom. masonry. Add fire-rated control joint reference tag "5/A9.2" at two locations where 8" nom. masonry is interrupted by a control joint. Shift joint to occur at intersection of two 8" nominal CMU partitions; revise note at top of detail to read "Masonry control joint (fire-rated) where located in fire-rated partitions); see sheets a1.1A, B, C, D for locations + sheet A9.2 for details".

At detail 12, at gypsum board termination adjacent to CMU add keynote "119-B, typ."

Change 62: Delete drawing sheets FS1 and FS3, dated 01.31.08, Issue for Bid.
Replace with FS1 and FS3, dated 02.20.08, with Delta 3, Addendum #2. (Attached)

Change 63: Delete drawing sheets S0.1, S1.1A, S1.1B, S1.1C, S1.1D, S1.1E, S1.3A, S1.3B, S1.3C, S2.2, S2.3, S3.2, S3.3, S3.4, S3.5, S3.6, S3.7, S4.1, S4.2 dated 01.31.08, Issue for Bid.
Replace with new drawing sheets S0.1, S1.1A, S1.1B, S1.1C, S1.1D, S1.1E, S1.3A, S1.3B, S1.3C, S2.2, S2.3, S3.2, S3.3, S3.4, S3.5, S3.6, S3.7, S4.1, S4.2 dated 02.20.08, with Delta 3, Addendum #2. (Attached)

Change 64: Delete drawing sheets P0.1, P1.1, P1.1A, P1.1B, P1.1C, P1.1D, P2.2, P2.2B, P2.2C, P3.1, P5.1, P6.6 dated 01.31.08, Issue for Bid.
Replace with new drawing sheets P0.1, P1.1, P1.1A, P1.1B, P1.1C, P1.1D, P2.2, P2.2B, P2.2C, P3.1, P5.1, P6.6 dated 02.20.08, with Delta 3, Addendum #2. (Attached)

Change 65: Delete drawing sheets FP0.1, FP2.2 dated 01.31.08, Issue for Bid.
Replace with new drawing sheets FP0.1, FP2.2 dated 02.20.08, with Delta 3, Addendum #2. (Attached)

Change 66: On drawings sheets FP1.1A, FP1.1B, FP1.1C, FP1.1D, all Siamese connections to include a 10" weather-proof alarm bell and visual alarm.

Change 67: Delete drawing sheets M0.1A, M0.1B, M0.1C, M0.1D, M1.1A, M1.1B, M1.1C, M1.1D, M1.2A, M3.2, M3.3, M4.1, M4.2, M5.1, M5.2, M5.3A, M5.7, M5.10 dated 01.31.08, Issue for Bid.
Replace with new drawing sheets M0.1A, M0.1B, M0.1C, M0.1D, M1.1A, M1.1B, M1.1C, M1.1D, M1.2A, M3.2, M3.3, M4.1, M4.2, M5.1, M5.2, M5.3A, M5.7, M5.10 dated 02.20.08, with Delta 3, Addendum #2. (Attached)

Change 68: Delete drawing sheet M5.11 Sequence of Operation in its entirety.

Change 69: On E5.1, Light Fixture Schedule, F22 fixture should include "Pendant" mounting type. Exit signage at all vestibules to be provided with pendant-mounting. Provision is an addition to E5.1, issued 02.20.08.

Change 70: Delete drawing sheets E0.1, ES.1, E1.1B, E1.2A, E1.2B, E1.2C, E1.2D, E2.1A, E2.1B, E2.1C, E2.2A, E2.2B, E2.2C, E2.2D, E3.1B, E4.7, E5.1, E5.2, E5.3, E5.4, E5.6, and E5.7 dated 01.31.08, Issue for Bid.
Replace with new drawing sheets E0.1, ES.1, E1.1B, E1.2A, E1.2B, E1.2C, E1.2D, E2.1A, E2.1B, E2.1C, E2.2A, E2.2B, E2.2C, E2.2D, E3.1B, E4.7, E5.1, E5.2, E5.3, E5.4, E5.6, and E5.7 dated 02.20.08, with Delta 3, Addendum #2. (Attached)

Change 71: Scope of remediation excavation has been revised in site preparation phase. Accordingly, delete For Reference Only drawing sheet R-1 Remediation Plan, dated 09.14.07.
Replace with new For Reference Only drawing sheet R-1 dated 02.19.08. On R-1, On Site Excavation Schedule, the "Estimated Finished Elev. (CCD)" is the subgrade or top of fill elevations. Contractor shall assume these to be grades at the hatched remediation areas (Areas R1, R2, R3, R4, and R5 as shown on R-1) upon completion of the site preparation scope of work performed by others.

Change 72: Scope of site preparation excavation and fill has been revised at closed street 103rd Place in its entirety. (Closed 103rd Place = Site Area '5B' on G1.1A phasing diagram issued with Addendum 1.) Bottom of site preparation excavation was revised to 19.5' CCD for entire Area '5B.' Top of backfill was revised to 21.0' CCD for entire Area '5B'. These revised excavation and fill depths supercede those noted on For Reference Only site preparation drawing SP.5, ASK-2, dated 10.02.07 in Area 5B only. Contractor shall assume 21.0' CCD to be grade at Site Area '5B' on G1.1A phasing diagram upon completion of the site preparation scope of work performed by others.

List of Attachments:

Specification Section 01510, 8-1/2" x 11" format
Specification Section 02511 Bituminous Concrete Paving, 8-1/2" x 11" format
Specification Section 02730 Interlocking Concrete Pavers, 8-1/2" x 11" format
Specification Section 05121 Architecturally Exposed Structural Steel Framing, 8-1/2" x 11" format
Specification Section 07726 Horizontal Lifeline Fall Protection System, 8-1/2" x 11" format
Specification Section 09650 Resilient Tile Flooring, 8-1/2" x 11" format
Specification Section 09666 Sheet Vinyl Flooring, 8-1/2" x 11" format
Specification Section 15083 HVAC Insulation, 8-1/2" x 11" format
Specification Section 15725 Modular Indoor Air-Handling Units, 8-1/2" x 11" format
Specification Section 15958 Sequence of Operation, 8-1/2" x 11" format
Specification Section 16621 Packaged Natural Gas Generator, 8-1/2" x 11" format
Specification Section 16781 CCTV System and Components, 8-1/2" x 11" format

Drawing Sheet C1.0 dated 02.20.08, full-size sheet
Drawing Sheet C1.1 dated 02.20.08, full-size sheet
Drawing Sheet C1.2 dated 02.20.08, full-size sheet
Drawing Sheet C1.4 dated 02.20.08, full-size sheet
Drawing Sheet C1.5 dated 02.20.08, full-size sheet
Drawing Sheet C1.6 dated 02.20.08, full-size sheet
Drawing Sheet C1.7 dated 02.20.08, full-size sheet
Drawing Sheet C2.1-1 dated 02.20.08, full-size sheet
Drawing Sheet C2.1-3 dated 02.20.08, full-size sheet
Drawing Sheet C2.1-5 dated 02.20.08, full-size sheet

Drawing Sheet L0.3 dated 02.20.08, full-size sheet
Drawing Sheet L1.1 dated 02.20.08, full-size sheet
Drawing Sheet L1.2 dated 02.20.08, full-size sheet
Drawing Sheet L1.3 dated 02.20.08, full-size sheet
Drawing Sheet L1.4 dated 02.20.08, full-size sheet

Drawing Sheet A1.1B dated 02.20.08, full-size sheet
Drawing Sheet A1.1C dated 02.20.08, full-size sheet
Drawing Sheet A1.2A dated 02.20.08, full-size sheet
Drawing Sheet A1.2B dated 02.20.08, full-size sheet
Drawing Sheet A1.2C dated 02.20.08, full-size sheet
Drawing Sheet A1.3A dated 02.20.08, full-size sheet
Drawing Sheet A1.3B dated 02.20.08, full-size sheet
Drawing Sheet A1.3C dated 02.20.08, full-size sheet
Drawing Sheet A1.3D dated 02.20.08, full-size sheet
Drawing Sheet A1.5 dated 02.20.08, full-size sheet
Drawing Sheet A2.1A dated 02.20.08, full-size sheet
Drawing Sheet A2.1C dated 02.20.08, full-size sheet
Drawing Sheet A2.1D dated 02.20.08, full-size sheet
Drawing Sheet A3.1 dated 02.20.08, full-size sheet
Drawing Sheet A3.2 dated 02.20.08, full-size sheet
Drawing Sheet A3.3 dated 02.20.08, full-size sheet
Drawing Sheet A3.4 dated 02.20.08, full-size sheet
Drawing Sheet A4.1 dated 02.20.08, full-size sheet
Drawing Sheet A4.4 dated 02.20.08, full-size sheet

Drawing Sheet A4.8 dated 02.20.08, full-size sheet
Drawing Sheet A5.1 dated 02.20.08, full-size sheet
Drawing Sheet A5.2 dated 02.20.08, full-size sheet
Drawing Sheet A5.4 dated 02.20.08, full-size sheet
Drawing Sheet A5.9 dated 02.20.08, full-size sheet
Drawing Sheet A5.12 dated 02.20.08, full-size sheet
Drawing Sheet A6.1 dated 02.20.08, full-size sheet
Drawing Sheet A6.4 dated 02.20.08, full-size sheet
Drawing Sheet A6.14 dated 02.20.08, full-size sheet
Drawing Sheet A6.16 dated 02.20.08, full-size sheet
Drawing Sheet A8.2 dated 02.20.08, full-size sheet
Drawing Sheet A8.8 dated 02.20.08, full-size sheet
Drawing Sheet A9.2 dated 02.20.08, full-size sheet
Drawing Sheet A12.1 dated 02.20.08, full-size sheet

Drawing Sheet FS1 dated 02.20.08, full-size sheet
Drawing Sheet FS3 dated 02.20.08, full-size sheet

Drawing Sheet S0.1 dated 02.20.08, full-size sheet
Drawing Sheet S1.1A dated 02.20.08, full-size sheet
Drawing Sheet S1.1B dated 02.20.08, full-size sheet
Drawing Sheet S1.1C dated 02.20.08, full-size sheet
Drawing Sheet S1.1D dated 02.20.08, full-size sheet
Drawing Sheet S1.1E dated 02.20.08, full-size sheet
Drawing Sheet S1.3A dated 02.20.08, full-size sheet
Drawing Sheet S1.3B dated 02.20.08, full-size sheet
Drawing Sheet S1.3C dated 02.20.08, full-size sheet
Drawing Sheet S2.2 dated 02.20.08, full-size sheet
Drawing Sheet S2.3 dated 02.20.08, full-size sheet
Drawing Sheet S3.2 dated 02.20.08, full-size sheet
Drawing Sheet S3.3 dated 02.20.08, full-size sheet
Drawing Sheet S3.4 dated 02.20.08, full-size sheet
Drawing Sheet S3.5 dated 02.20.08, full-size sheet
Drawing Sheet S3.6 dated 02.20.08, full-size sheet
Drawing Sheet S3.7 dated 02.20.08, full-size sheet
Drawing Sheet S4.1 dated 02.20.08, full-size sheet
Drawing Sheet S4.2 dated 02.20.08, full-size sheet

Drawings Sheet M0.1A dated 02.20.08, full-size sheet
Drawings Sheet M0.1B dated 02.20.08, full-size sheet
Drawings Sheet M0.1C dated 02.20.08, full-size sheet
Drawings Sheet M0.1D dated 02.20.08, full-size sheet
Drawings Sheet M1.1A dated 02.20.08, full-size sheet
Drawings Sheet M1.1B dated 02.20.08, full-size sheet
Drawings Sheet M1.1C dated 02.20.08, full-size sheet
Drawings Sheet M1.1D dated 02.20.08, full-size sheet
Drawings Sheet M1.2A dated 02.20.08, full-size sheet
Drawings Sheet M3.2 dated 02.20.08, full-size sheet
Drawings Sheet M3.3 dated 02.20.08, full-size sheet
Drawings Sheet M4.1 dated 02.20.08, full-size sheet
Drawings Sheet M4.2 dated 02.20.08, full-size sheet

Drawings Sheet M5.1 dated 02.20.08, full-size sheet
Drawings Sheet M5.2 dated 02.20.08, full-size sheet
Drawings Sheet M5.3A dated 02.20.08, full-size sheet
Drawings Sheet M5.7 dated 02.20.08, full-size sheet
Drawings Sheet M5.10 dated 02.20.08, full-size sheet

Drawing Sheet P0.1 dated 02.20.08, full-size sheet
Drawing Sheet P1.1 dated 02.20.08, full-size sheet
Drawing Sheet P1.1A dated 02.20.08, full-size sheet
Drawing Sheet P1.1B dated 02.20.08, full-size sheet
Drawing Sheet P1.1C dated 02.20.08, full-size sheet
Drawing Sheet P1.1D dated 02.20.08, full-size sheet
Drawing Sheet P2.2 dated 02.20.08, full-size sheet
Drawing Sheet P2.2B dated 02.20.08, full-size sheet
Drawing Sheet P2.2Cdated 02.20.08, full-size sheet
Drawing Sheet P3.1 dated 02.20.08, full-size sheet
Drawing Sheet P5.1 dated 02.20.08, full-size sheet
Drawing Sheet P6.6 dated 02.20.08, full-size sheet

Drawing Sheet FP0.1 dated 02.20.08, full-size sheet
Drawing Sheet FP2.2 dated 02.20.08, full-size sheet

Drawings Sheet E0.1 dated 02.20.08, full-size sheet
Drawings Sheet ES.1 dated 02.20.08, full-size sheet
Drawings Sheet E1.1B dated 02.20.08, full-size sheet
Drawings Sheet E1.2A dated 02.20.08, full-size sheet
Drawings Sheet E1.2B dated 02.20.08, full-size sheet
Drawings Sheet E1.2C dated 02.20.08, full-size sheet
Drawings Sheet E1.2D dated 02.20.08, full-size sheet
Drawings Sheet E2.1A dated 02.20.08, full-size sheet
Drawings Sheet E2.1B dated 02.20.08, full-size sheet
Drawings Sheet E2.1C dated 02.20.08, full-size sheet
Drawings Sheet E2.2A dated 02.20.08, full-size sheet
Drawings Sheet E2.2B dated 02.20.08, full-size sheet
Drawings Sheet E2.2C dated 02.20.08, full-size sheet
Drawings Sheet E2.2D dated 02.20.08, full-size sheet
Drawings Sheet E3.1B dated 02.20.08, full-size sheet
Drawings Sheet E4.7 dated 02.20.08, full-size sheet
Drawings Sheet E5.1 dated 02.20.08, full-size sheet
Drawings Sheet E5.2 dated 02.20.08, full-size sheet
Drawings Sheet E5.3 dated 02.20.08, full-size sheet
Drawings Sheet E5.4 dated 02.20.08, full-size sheet
Drawing Sheet E5.6 dated 02.20.08, full-size sheet
Drawing Sheet E5.7 dated 02.20.08, full-size sheet

For Reference Only Drawing Sheet R-1 dated 02.19.08, full-size sheet

END OF ADDENDUM NO.2

PUBLIC BUILDING COMMISSION OF CHICAGO

ADDENDUM NO. 3 TO CONTRACT NO. 1464

Langston Hughes/Davis Developmental Elementary School
For
New Construction

DATE: Tuesday, February 26, 2008

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

BOOK 3 – TECHNICAL SPECIFICATIONS:

Change 1: Section 05120, Part 1, on page 3 of 11; delete sub-heading letter designations "a.", "b.", "c.", "d.", "e.", and "f." and replace with "e.-j." respectively. Text content shall remain unchanged except as modified in Change 2.

Section 05120, Part 1, on page 4 of 11; delete sub-heading numeral designations "1.2" and "1.3" and replace with "1.4" and "1.5" respectively. Text content shall remain unchanged.

Change 2: Specification Section 05120, delete 1.3, F.1.a. and replace with: "1.3, F.1.a.: Category: Category STD, Standard for Steel Building Structures."

Section Delete 1.3, A, 2, f, 4.4 (Refer to Change 1 for updated sub-heading letter designations) on p. 05120-3 and replace with "1.3, A, 2, f, 4.4. "Except as provided in Section 4.5, the Shop and Erection Drawings shall be submitted to the Architect and the Owner's Designated Representative for Construction for design intent review and approval only. Approved Shop and Erection Drawings shall be individually annotated by the Architect and the Owner's Designated Representative for Construction as either approved or approved subject to corrections noted. When so required, the Fabricator shall subsequently make the corrections noted and furnish corrected Shop and Erection Drawings to the Architect and the Owner's Designated Representative for Construction. Shop drawings submitted to the Architect shall allow for 14 calendar days for review."

Delete 1.5, F (Refer to Change 1 for updated sub-heading numeral designations) on p. 05120-5 and replace with "1.5, F. Shop and Field Testing Program By Owner's Testing Agency: The testing program as a minimum shall include but, need not be limited to the following listed items."
(1.5, F, items 1-4 to remain as noted.)

Change 3: Glazing - Section 08801. Add: "2.3, B.: Basis of Design Product: Subject to compliance with requirements, provide Viracon Insulating Glass Units as indicated in the Glazing Schedule. Other manufacturer's products will be considered subject to meeting the performance criteria specified herein."

Change 4: Specification Section 06401, Modular Casework, Item 2.1., A.: Subject to compliance with the specified performance requirements, add TMI Systems to the list of acceptable manufacturers.

Change 5: Specification Section 10500, Metal Lockers, Item 2.1., A.: Subject to compliance with the specified performance requirements, add DeBourgh Mfg. Co. to the list of acceptable manufacturers.

Change 6: Specification Section 12500, Window Treatment – Shades, Item 2.1., A.: Subject to compliance with the specified performance requirements, add "Lutron" to the list of acceptable manufacturers.

Change 7: Specification Section 12503, Motorized Shades, Item 2.1., A.: Subject to compliance with the specified performance requirements, add "Lutron" to the list of acceptable manufacturers.

Change 8: Toilet Accessories – Section 10801, delete 1.1, A and replace with "1.1, A. Section Includes: Toilet Accessories as indicated and as specified. Owner furnished accessories shall be furnished by Owner and installed by Contractor. All other accessories shall be furnished and installed by Contractor."

BOOK 3 – DRAWINGS:

Change 9: Drawing Sheet C1.0, Addendum 2, dated 02.20.08, "Excavation, Earthwork, Grading, and Paving Standards", Note 10: Omit question mark at end of note.

Change 10: Drawing Sheet C1.4, Site Grading Plan, Addendum 2, dated 02.20.08, add the following note adjacent to topographic delineations at north half of site "Refer to L1.1 for grade changes at berms. '+3' designation at berms as shown on L1.1 shall equal grade 25.00; '+2' designation shall equal grade 24.00; '+1' designation shall equal grade 23.00."

ADDENDUM 2:

Change 11: Delete text of Change 63 on Addendum 2. Insert:
"Delete drawing sheets S0.1, S1.1A, S1.1B, S1.1C, S1.1D, S1.1E, S1.2A, S1.3A, S1.3B, S1.3C, S2.2, S2.3, S3.2, S3.3, S3.4, S3.5, S3.6, S3.7, S4.1, S4.2 dated 01.31.08, Issue for Bid. Replace with new drawing sheets S0.1, S1.1A, S1.1B, S1.1C, S1.1D, S1.1E, S1.2A, S1.3A, S1.3B, S1.3C, S2.2, S2.3, S3.2, S3.3, S3.4, S3.5, S3.6, S3.7, S4.1, S4.2 dated 02.20.08, with Delta 3, Addendum #2. (Attached)"

Add to Addendum 2 List of Attachments:
Drawing Sheet S1.2A dated 02.20.08, full-size sheet

QUESTIONS AND ANSWERS:

Question 1: "Sheet L0.3 show new curb and gutter being placed around the perimeter of the job site but does not show repair of the street. Is the repair of the street to be considered incidental to the placement of the curb and gutter?"

Answer 1: Detail 9, drawing sheet C2.1-2, Pavement Widening Adjacent to New Construction, applies at all curb and gutter replacement locations. Repair of street is required in accordance with this detail.

Question 2: "Detail 2 on plan sheet C2.1-1 shows the trench backfill starting at the spring line of the pipe. On plan sheet C1.0 under Bedding it states that trench backfill will begin 12" above the top of the pipe. Which is correct?"

Answer 2: Detail 2 on drawing sheet C2.1-1 shall take precedence. The referenced note under 'Bedding' on C1.0 has been revised. Refer to drawing sheet C1.0, Addendum #2, dated 02.20.08.

Question 3: "Sheets A3.3 and A3.4 of the contract documents show the curtain wall profile to be 6" and 8"; however the specifications call for Tubelite which is a 4" profile system. Which is correct?"

Answer 3: Tubelite 400 Series Curtainwall is available in variable frame depths, including the 6", 8", and 10" overall depths shown on the drawings. The frame depths shall be provided as noted on drawings. Refer also to drawing sheets A3.3 and A3.4, Addendum #2, dated 02.20.08.

Question 4: "Section 1.3 of Specification 05120, Structural Steel, calls for the steel fabricator to participate in an AISC Quality Certification Program and be designated as an AISC-Certified Plant, Category SBD, conventional steel building structures. Is this requirement going to be enforced, or will it be waived?"

Answer 4: This requirement will not be waived. The steel fabricator is to be designated as an AISC-certified plant, Category 'STD,' Standard for Steel Building Structures. Refer to Addendum 3, BOOK 3 – TECHNICAL SPECIFICATIONS, Change 2.

Question 5: "For motorized shades the spec calls out for Vimco, Draper, and Hunter Douglas as the manufacturers. Would Lutron product be acceptable?"

Answer 5: Yes, Lutron motorized shades will be acceptable subject to compliance with the specified performance requirements. Refer to Addendum 3, BOOK 3 – TECHNICAL SPECIFICATIONS, Change 7.

Question 6: "For manual shades the spec calls out for Silent Gliss, Solarfective, or Nysan. Would Lutron product be acceptable?"

Answer 6: Yes, Lutron manual shades will be acceptable subject to compliance with the specified performance requirements. Refer to Addendum 3, BOOK 3 – TECHNICAL SPECIFICATIONS, Change 6.

Question 7: "The glazing spec calls for tubing 4000 which equals 4" framing, on drawings 7/A3.4 shows framing at 8" on 9/A3.4 shows framing of 6". Which is correct for Langston?"

Answer 7: Question is unclear as there is no reference to tubing 4000 in Section 08801 Glazing. The Aluminum Window Wall Specification 08910, 2.1A. states a basis of design provision for Tubelite 400 Series Curtainwall. Refer to Addendum 3, QUESTIONS AND ANSWERS, Answer 3.

Question 8: "Requesting that DeBourgh be approved as a manufacturer for Metal Lockers. DeBourgh has already been an approved supplier on all previous CPS high schools and elementary schools."

Answer 8: DeBourgh may be added to the list of approved manufacturers for metal lockers subject to compliance with specified performance requirements. Refer to Addendum 3, BOOK 3 – TECHNICAL SPECIFICATIONS, Change 5.

Question 9: "Requesting that TMI be approved as a manufacturer for Modular Casework. TMI has already been an approved supplier on all previous CPS high schools and elementary schools."

Answer 9: TMI Systems may be added to the list of approved manufacturers for modular casework subject to compliance with specified performance requirements. Refer to Addendum 3, BOOK 3 – TECHNICAL SPECIFICATIONS, Change 4.

END OF ADDENDUM NO.3

PUBLIC BUILDING COMMISSION OF CHICAGO

ADDENDUM NO. 4 TO CONTRACT NO. 1464

Langston Hughes/Davis Developmental Elementary School
For
New Construction

DATE: February 28, 2008

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

DRAWINGS :

Change 1: Drawing G1.1A, Project Phasing Diagram and Notes: Under OPERATION PLAN NOTES:

Delete:
"Substantial completion of the Phase 1 and Phase 2 work must be met in accordance with the contract documents within (453) calendar days from the issuance of the Notice to Proceed (NTP) to the General Contractor by the Public Building Commission (PBC) including completion of all punch list work, and upon determination by the Commission that the project can occupied and used by the Owner for the purpose intended."

Insert:
"Substantial Completion" of the work must be met in accordance with the contract documents within (453) calendar days from the issuance of the Notice to Proceed (NTP) to the General Contractor by the Public Building Commission (PBC).

QUESTION AND ANSWERS:

Question 1: "Specifications state that substantial completion is 453 days plus 30 days for punch list. Revised sheet G1.1A state 453 days for substantial completion with punch list. We are assuming that the specifications are correct."

Answer 1: "Substantial Completion" of the work must be met within (453) calendar days from the issuance of the "Notice to Proceed" as required by Book 1, Section II, B, and Book 2. Punchlist work must be completed within (30) calendar days as required by Book 2, Section 3.05. G1.1A has been modified accordingly; refer to Addendum 4, DRAWINGS, Change 1.

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

Answer 2: No. The presence of the Quality Representative and his independent staff must be adequate to perform their duties in order to ensure compliance of all work performed by the Contractor's own staff or by the Subcontractor's.

END OF ADDENDUM NO. 4