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**TO BE EXECUTED IN DUPLICATE**

**BOOK 1:**

**PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS**

**CONTRACT NO. 1472R**

**Belmont Cragin Area Elementary School (REBID)  
 2231 N. Central Avenue  
 New Construction  
 CPS-25  
 Issued for Bid Date: May 19, 2008**

**PUBLIC BUILDING COMMISSION OF CHICAGO**



**Mayor Richard M. Daley  
 Chairman**

**Erin Lavin Cabonargi  
 Executive Director**

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

*Any contract entered into as a result of this bid process is governed by: Book 1 "Project Information, Instructions To Bidders, and Execution Documents;" Book 2 "Standard Terms and Conditions for Construction Contracts (with Community Hiring Requirement);" Book 2A "Standard Terms and Conditions Procedures Manual;" and Book 3 "Technical Specifications" and the drawings.  
 January 2008*

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**EXHIBITS**

**1. Cook County Prevailing Wages**

**2. Addendum No. 1, dated April 23, 2008**

**3. Addendum No. 3(revised), dated April 29, 2008**

**4. Addendum No. 4, dated April 30, 2008**

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**I. INTRODUCTION**

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

**This is the rebid of Contract 1472 issued April 8, 2008 ("Original Bid") for the construction of Belmont Cragin Area Elementary School. All documents issued as part of the Original Bid including Book 2, Book 2A, Book 3, the project drawings and Addenda 1, 3, and 4, all comprise the PBC's construction contract 1472R (REBID).**

Book 1 has been updated as follows:

1. **Inclusion of Commitment To Local Subcontractors as defined in Article III. Instructions for Bidders, section AA. Commitment To Local Subcontractors.**
2. **Inclusion of Alternate Bid #1 covering any additional costs associated with accelerating the completion of construction to August 5, 2009.**
3. **Incorporation of changes outlined in the Original Bid Addendum #2 dated April 24, 2008 in Article III. Instructions for Bidders, sections G and V.**
4. **Addenda 1, 3 and 4 issued with the Original Bid are incorporated in Book 1 as Exhibits.**
5. **Article II. Project Information; section A. General Information, Item 3. has been updated.**
6. **Article II. Project Information, section B. Time of Completion has been updated**

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

**II. PROJECT INFORMATION**

**A. General Information**

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

**Belmont Cragin Area Elementary School (REBID)  
2231 N. Central Avenue  
New Construction  
CPS-25**

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

2. General Description of Scope of Work:
  - a. As further described in the detailed specifications, and drawings, a 105,200 s.f., three story masonry building (serving students from pre-K to 8<sup>th</sup> grade) on a large site currently occupied by other public schools and athletic stadium. Work includes but is not limited to site work, concrete foundations,

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envelope consisting of unit masonry, aluminum window walls and storefront, roofing (including green roof area); interior consists of gypsum and masonry walls and partitions, resilient, terrazzo and tile floors. Construction to include, but not limited to classrooms, library, gym with stage, warming kitchen and dining facilities, administrative and support area, landscaping, mechanical, electrical, and plumbing furnished by a General Contractor with standard elementary school finishes and amenities.

- b. This description of Work is intended to be general in nature and is neither a complete description nor a limitation of the Work to be performed.
3. Construction Budget: \$26,800,000.00 (excluding Allowances and Commission's Contingency Funds).
4. User Agency: Chicago Public Schools
5. Project is located in Ward: 37<sup>th</sup>
6. Requests for Information: send to Public Building Commission of Chicago, Attn: Janice Meeks, Contract Officer by (email) [janicemeeks@cityofchicago.org](mailto:janicemeeks@cityofchicago.org) or (fax) 312-744-3572
7. Documents Available at: Best Imaging Solutions, 20 E. Randolph, Chicago, IL, tel: 312-357-9050
8. Online Construction Documents Available at: <https://www.designbidbuild.net/Bestimaging/new?PBC>
9. Bid Opening Date and Time: **Friday, May 23, 2008 at 2:00PM**
10. Amount of Bid Deposit: **5% amount of bid**
11. Administrative Fee: **\$5,000**
12. Amount of Commission's Contingency Fund: **\$600,000.00**
13. Document Deposit: **N/A**
14. Cost for Additional Documents (per set): **At the Contractor's own expense.**
15. MBE/WBE Contract Goals: **24% MBE and 4% WBE**

#### B. Time of Completion

The Work must be completed within (422) calendar days of the date indicated in the Notice to Proceed. **The Notice to Proceed will be issued no later than June 20, 2008.**

Punch List Work must be completed within 30 calendar days.

#### C. Commission's Contingency Fund

1. The Commission's Contingency Fund for this project is: \$600,000.00.
2. The Commission has established this Contingency Fund for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contingency Fund sum shall be included as an allowance in the Base Bid. In the event that any or all of the Contingency Fund remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Contingency Fund shall remain with the PBC.

#### D. Copies of Drawings and Specifications Furnished

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

#### E. Liquidated Damages

1. The Contractor and the Commission understand and mutually agree that the date to begin the Work, the time of completion of the Work, Contract Completion Date, and the time of completion of Punch List Work, all as specified in the Contract, hereunder are essential conditions of this Contract. It is further mutually

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understood and agreed that the Work embraced in this Contract must be commenced on a date to be specified in the Notice to Proceed.

2. The Contractor agrees that said Work must be executed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time herein specified, or any proper extension thereof granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of:

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

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

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

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### III. INSTRUCTIONS FOR BIDDERS

#### A. Examination of Documents By Bidder

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

#### B. Interpretations or Addenda

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

#### C. Inspection of Site

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

#### D. Pre-Qualification of Bidders

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

#### E. Competency of Bidder

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

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pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.

### **F. Preparation of Bid**

1. Two (2) copies of Project Information, Instructions, and Execution Documents (Book 1) shall be prepared with original signatures and notarizations wherever required.
2. All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.
3. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies of Book 1 submitted.
4. When required by the Contract Documents, the Bidder may attach supporting documentation or additional information to the back of the form to which it refers.
5. The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration of or departure from the bid form hereto attached.
6. The Bid Documents shall include the following:
  - a. Contractor's Bid Form
  - b. Bid Guarantee
  - c. Administrative Fee
  - d. Basis of Award (Award Criteria)
  - e. Unit Prices
  - f. Affidavit of Non-collusion
  - g. Schedule B – Joint Venture Affidavit with supporting documentation (if applicable)
  - h. One (1) Schedule C for each MBE and WBE with its current letter(s) of certification
  - i. Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
  - j. Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
  - k. Affidavit of Uncompleted Work
7. Current versions of the following documents shall be on file at the Commission at the time of bid opening:
  - a. Financial Statement
  - b. Disclosure Affidavit
  - c. Statement of Bidder's Qualifications
8. If the contract is open to bidders that are not pre-qualified as stated in Part II "Project Information", packages containing the forms for the financial statement, Disclosure Affidavit, and Statement of Bidder's Qualifications are available to pick up from the Commission's office or to download from the Commission's web site. See the title page for address information.
9. The apparent 1<sup>st</sup> low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

### **G. Bid Deposit: Time Period**

1. The Bid must be accompanied by a "Bid Deposit" in the amount set forth in Part II.A. "General Project Information" to ensure:

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

### **H. Administrative Fee**

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

### **I. Bidder's Execution of Bid**

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

### **J. Affidavit of Non-Collusion**

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

### **K. MBE and WBE Commitments**

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

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**L. Affidavit of Uncompleted Work**

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

**M. Bidder's Financial Statement**

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

**N. Disclosure Affidavit**

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

**O. Statement of Bidder's Qualifications**

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

**P. Disclosure of Retained Parties**

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

**Q. Submission of Bid**

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

**R. Withdrawal Of Bids Before Bid Opening**

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

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### **S. Opening Of Bids**

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

### **T. Evaluation of Bids**

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

### **U. Basis of Award**

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

### **V. Award Of Contract; Rejection Of Bids**

1. The Contract will be awarded to the responsive, responsible Bidder submitting the lowest Award Criteria Figure, as defined herein, complying with all conditions set forth in the Contract Documents.
2. The Bidder agrees that its bid shall be in effect until midnight, Friday June 13, 2008 and that the bid may not be withdrawn until that time.
3. The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
4. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
5. Upon award of Contract, the Commission will process the Contract for final execution.
6. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.

### **W. Performance and Payment Bond and Insurance**

1. Each Bidder shall furnish proof of its ability to provide the bonds and insurance required by the Contract with its bid. With respect to the payment and performance bonds, a letter from the Bidder's surety affirming the surety's willingness to provide the Bidder's bonds is sufficient. With respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.
2. The insurance requirements for this project are as follows: The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from: the date of the notice to

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proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose.

a) Insurance To Be Provided By the Contractor

1) Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations (for minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability with no limitation endorsement. The Public Building Commission, Board of Education of the City of Chicago and City of Chicago are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

3) Automobile Liability (Primary and Umbrella)

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

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

4) Contractors Pollution Liability

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

5) Professional Liability

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

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1472R

Belmont Cragin Area Elementary School

### 6) Builders Risk

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

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

#### b) Additional Requirements

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

The Commission reserves the right to obtain copies of insurance policies and records from the Contractor and/or its subcontractors at any time upon written request.

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

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

The Contractor agrees that insurers waive their rights of subrogation against the Public Building Commission, Board of Education of the City of Chicago, and the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives.

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

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

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No.1472R  
Belmont Cragin Area Elementary School

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

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

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

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

**X. Order of Precedence of Components of the Contract Documents**

1. The order of precedence of the components of the Contract Documents shall be as follows:
  - a. Addenda, if any;
  - b. Standard Terms and Conditions For Construction Contracts (Book 2), and Standard Terms and Conditions Procedures Manual; (Book 2A)
  - c. Technical Specifications (Book 3) and Drawings;
  - d. Project Information, Instructions to Bidders, and Execution Documents (Book 1);
  - e. Public Advertisement; and
  - f. Performance and Payment Bond.
2. The foregoing order of precedence shall govern the interpretation of the Contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the Commission.

## PUBLIC BUILDING COMMISSION OF CHICAGO

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### Y. Protests

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

### Z. Licensing

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

### AA. Commitment To Local Subcontractors

1. Purpose. The PBC is committed to providing opportunities for Chicago-based businesses to participate in the work performed by the PBC. In furtherance of that goal, the PBC requires that bidders commit to including Chicago-based businesses among their subcontractors according to the terms and conditions set forth below.
2. Definition of "Local Business." For the purposes of this Section AA, "Local Business" means a business located within the corporate limits of the City of Chicago which has the majority of its regular, full-time work force located within the City, and which is subject to City of Chicago taxes.
3. Required Commitment. By submission of its bid, the Bidder commits to furnishing subcontractors that are Local Businesses, as defined in Article III.AA.2 above, at the levels provided herein:
  - a. If Bidder is Local Business, as defined in AA.2 above, Bidder commits to having 25% of the Work performed pursuant to this Contract performed by subcontractors that are Local Businesses.
  - b. If Bidder is not Local Business, as defined in AA.2 above, Bidder commits having 35% of the Work performed pursuant to this Contract performed by subcontractors that are Local Businesses.
4. Compliance. The PBC understands that Bidders will not buy out a project until after the award of a contract. Accordingly, by submitting its Bid, Bidder agrees to furnish the PBC such information as the PBC may reasonably require regarding the location of Bidder's business, and the location(s) of its subcontractors' businesses. The PBC will then monitor the Contractor's compliance with its commitment to Local Businesses throughout the performance of the Work. Work performed by subcontractors that are certified minority or women owned businesses can be applied to both the commitment for Local Business and the Minority and Women owned business goal.
5. Consequences of Non-Compliance. In the event that a Contractor does not comply with its commitment to Local Businesses as required by this Section AA, the PBC may deem that Contractor to be non-responsible in future bids provided to the PBC.
6. The determination by the PBC's Director of Procurement with respect to a Bidder's or subcontractor's qualification as a Local Business will be final.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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**IV. PROPOSAL AND EXECUTION DOCUMENTS**

**A. Contractor's Bid**

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1472R, 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

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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. 1472R

Belmont Cragin Area Elementary School

**BID FORM**

	AMOUNT
Work	\$ 25,982,000
Site Work Allowance	\$20,000.00
CCTV Allowance	\$185,000.00
Electrical Switch Allowance	\$175,000.00
Kitchen Accessories	\$2,000.00
Commission's Contingency Fund	\$600,000.00
<b>TOTAL BASE BID</b>	<b>\$ 26,964,000</b>

**AWARD CRITERIA FIGURE**

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

\$ 25,912,404

<p><b>SURETY:</b> Please specify full legal name and address of Surety:</p> <p><u>Travelers Casualty and Surety Company of America</u></p> <p><u>215 Shuman Blvd.</u></p> <p><u>Naperville, IL 60563</u></p>
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**PUBLIC BUILDING COMMISSION OF CHICAGO**

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

Accepted by  
the  
Commission  
Yes    No

Alternate Description

Proposed Alternate Price

Alternate #1- (ADD): Additional compensation to accelerate the Work as required to achieve Substantial Completion not later than August 5, 2009 (provided that a Notice to Proceed is issued not later than June 20, 2008). All conditions of the Contract Documents shall apply to the accelerated Work including but not limited to, the Bidders MBE/WBE commitments and the Bidders commitments to employ minority and female workers as specified in its Award Criteria Formula.

\$( 118,000 )

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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**SITE WORK ALLOWANCE**

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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

**Total Allowance Fund = \$20,000.00**

**Notes:**

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1472R

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**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**

Edgus Johnson  
Secretary

Richard M. Daley  
Chairman

**CONTRACTING PARTY**

(Print or type names underneath all signatures)

Sollitt/Brown & Momen Joint Venture  
Contractor Name

790 N. Central Ave., Wood Dale, IL  
Address

**If a Corporation:**

By \_\_\_\_\_

President  
Title of Signatory

**ATTEST:**

By \_\_\_\_\_

Secretary  
Title

**CORPORATE SEAL**

**If a Partnership:**

The George Sollitt Construction Company

Howard Strong  
Partner  
Brown & Momen, Inc.

790 N. Central Ave., Wood Dale, IL  
Address

Ernest Brown  
Partner

823 E. Drexel Sq., Chicago, IL  
Address

[Signature]  
Partner

\_\_\_\_\_  
Address

**If a Sole Proprietorship:**

\_\_\_\_\_  
Signature

**NOTARY PUBLIC**

County of DuPage State of IL

Subscribed and sworn to before me on this 23rd day of May, 2008.

[Signature]  
Notary Public Signature  
Commission Expires: 11/28/09



**PUBLIC BUILDING COMMISSION OF CHICAGO**

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**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, 2007, 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 May 23, 2008 to the Public Building Commission of Chicago, for Contract No. 1472R 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 23rd day of May, 2008.

  
Secretary



THE GEORGE SOLLITT CONSTRUCTION COMPANY  
GENERAL CONTRACTORS                      CONSTRUCTION MANAGERS  
CHICAGO

RESOLVED that the following Officers of The George Sollitt Construction Company, whose principal place of business is located at 790 North Central Avenue, Wood Dale, Illinois are hereby authorized and empowered to sign, execute and attest proposals, contracts, amendments, change orders, estimates and all other documents on behalf of The George Sollitt Construction Company with any municipality to whom the company has been qualified to bid, or any other agency soliciting work for such aforementioned agency, and that the authority and power shall continue in full force and effect until the next annual meeting of the Board of Directors of said corporation.

Howard Strong	President
John D. Pridmore	Executive Vice President & Secretary
Tom Baker	Vice President
Nancy Planek	Assistant Secretary


State of Illinois     )

County of DuPage ) ss

I, John D. Pridmore do hereby certify that I am Secretary of The George Sollitt Construction Company, a corporation organized and existing under the laws of the State of Illinois.

I further certify that the foregoing is a true and correct copy of a resolution duly adopted by the Board of Directors and said corporation on the 23rd day of May 2007 as the same appears of record in the Minute Book of said corporation for said date and that said resolution has not been revoked or amended and is now in full force and effect.

In witness whereof I have hereunto subscribed my name and have affixed the corporate seal of the corporation this 22nd day of May 2008.

  
\_\_\_\_\_  
John D. Pridmore, Secretary

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1472R

Belmont Cragin Area Elementary School

**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

Brown & Momen, Inc.

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

WHEREAS, this corporation submitted a bid, dated May 23, 2008 to the Public Building Commission of Chicago, for Contract No. 1472R of said Commission;

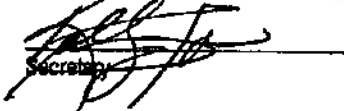
NOW, THEREFORE, BE IT RESOLVED: That the president or vice president and the secretary or assistant secretary of this corporation be, and they are hereby, authorized and directed to execute contracts for and on behalf of and under the name and seal of this corporation; and

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:	<u>Ernest Brown</u>
Vice President:	<u>n/a</u>
Secretary:	<u>Kathryn L. Jones</u>
Treasurer:	<u>Ernest Brown</u>
Assistant Secretary:	<u>n/a</u>

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 23rd day of May, 2008.

  
Secretary

SECTION 13. COMMITTEES. A majority of the board of directors may create one or more committees of two or more members to exercise appropriate authority of the board of directors. A majority of such committee shall constitute a quorum for transaction of business. A committee may transact business without a meeting by unanimous written consent.

#### ARTICLE IV

##### OFFICERS

SECTION 1. NUMBER. The officers of the corporation shall be a president, one or more vice-presidents, a treasurer, a secretary, and such other officers as may be elected or appointed by the board of directors. Any two or more offices may be held by the same person.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the corporation shall be elected annually by the board of directors at the first meeting of the board of directors held after each annual meeting of shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Election of an officer shall not of itself create contract rights.

SECTION 3. REMOVAL. Any officer elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interest of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4. PRESIDENT. The president shall be the principal executive officer of the corporation. Subject to the direction and control of the board of directors, he/she shall be in charge of the business of the corporation; he shall see that the resolutions and directions of the board of directors are carried into effect except in those instances in which that responsibility is specifically assigned to some other person by the board of directors; and, in general, he/she shall discharge

all duties incident to the office of president and such other duties as may be prescribed by the board of directors from time to time. He shall preside at all meetings of the shareholders and of the board of directors. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the board of directors or these by-laws, he may execute for the corporation certificates for its shares, and any contracts, deeds, mortgages, bonds or other instruments which the board of directors has authorized to be executed, and he may accomplish such execution either under or without the seal of the corporation and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument. He may vote all securities which the corporation is entitled to vote except as and to the extent such authority shall be vested in a different officer or agent of the corporation by the board of directors.

**SECTION 5. THE VICE-PRESIDENTS.** The vice-president (or in the event there be more than one vice-president, each of the vice-presidents) shall assist the president in the discharge of his/her duties as the president may direct and shall perform such other duties as from time to time may be assigned to him/her by the president or by the board of directors. In the absence of the president or in the event of his/her inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order designated by the board of directors, or by the president if the board of directors has not made such a designation, or in the absence of any designation, then in the order of seniority of tenure as vice president) shall perform the duties of the president, and when so acting, shall have the powers of and be subject to all the restrictions upon the president. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the board of directors or these by-laws, the vice president (or each of them if there are more than one) may execute for the corporation certificates for its shares and any contracts, deeds, mortgages, bonds or other instruments which the board of directors has authorized to be executed, and he/she may accomplish such execution either under or without the seal of the corporation and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument.

**SECTION 6. THE TREASURER.** The treasurer shall be the principal accounting and financial officer of the corporation. He shall: (a) have charge of and be responsible for the maintenance of adequate books of account for the corporation; (b) have charge

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1472R

Belmont Cragin Area Elementary School

**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**

		<u>Total Base Bid on Page 14</u>
Line 1.	Base Bid, in figures	
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	.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	

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1472R

Belmont Cragin Area Elementary School

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 Award Criteria Figure on Page 14

**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:

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1472R

Belmont Cragin Area Elementary School

- 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.

## **PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1472R

Belmont Cragin Area Elementary School

### **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.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1472R

Belmont Cragin Area Elementary School

**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.

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1472R

Belmont Cragin Area Elementary School

**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 23rd day of May 2008

Nancy Planek  
Office Manager

(Title)

My Commission expires: 11/28/09



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1472R

Belmont Cragin Area Elementary School

**VI. ADDITIONAL DOCUMENTS TO BE EXECUTED**

**Affidavit Of Noncollusion**

STATE OF ILLINOIS )

) SS

COUNTY OF COOK )

Ernest Brown, being first duly sworn, deposes and says that:

(1) He/She is  
President

(Owner, Partner, Officer, Representative or Agent) of  
Brown & Momen, 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.

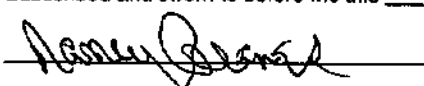
(6) The Bidder is not barred from bidding as a result of having violated *Illinois Criminal Code*, 720 ILCS 5/33E-3 (Bid-bidding), 720 ILCS 5/33E-4 (Bid rotating) or the *Prevailing Wage Act*, 30 ILCS 570/0.01 through 570/7.

  
(Signed)

President

(Title)

Subscribed and sworn to before me this 23rd day of May 20 08

  
Office Manager

(Title)

My Commission expires: 11/28/09

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1472R

Belmont Cragin Area Elementary School

**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/Brown & Momen Joint Venture
2. Address of joint venture 790 N. Central Ave.  
Wood Dale, IL 60191
3. Phone number of joint venture 630-860-7333
4. Identify the firms that comprise the joint venture  
The George Sollitt Construction Company  
Brown & Momen, 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 Attached Joint Venture Agreement dated May 22, 2008
  - 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
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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1472R

Belmont Cragin Area Elementary School

**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 May 22, 2008

B. Management decisions such as:

1) Estimating

See attached Joint Venture Agreement dated May 22, 2008

2) Marketing and Sales

See attached Joint Venture Agreement dated May 22, 2008

3) Hiring and firing of management personnel

See attached Joint Venture Agreement dated May 22, 2008

4) Other

See attached Joint Venture Agreement dated May 22, 2008

C. Purchasing of major items or supplies

See attached Joint Venture Agreement dated May 22, 2008

D. Supervision of field operations

See attached Joint Venture Agreement dated May 22, 2008

E. Supervision of office personnel

See attached Joint Venture Agreement dated May 22, 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 May 22, 2008. The

George Sollitt Construction Co. 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 attached Joint Venture Agreement dated May 22, 2008

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.1472R

Belmont Cragin Area Elementary School

**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 Const. Co.

Name of Joint Venturer

Howard Strong  
Signature

Howard Strong

Name  
President

Title  
May 23, 2008

Date

State of Illinois County of DuPage

On this 23rd day of May, 2008

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/Brown & Momen Joint Venture

to execute the affidavit and did so as his or her

free act and deed.

Nancy Planeck  
Notary Public

Commission expires: 11/28/09



Brown & Momen, Inc.

Name of Joint Venturer

Ernest Brown  
Signature

Ernest Brown

Name  
President

Title  
May 23, 2008

Date

State of Illinois County of DuPage

On this 23rd day of May, 2008

before me appeared (Name)

Ernest Brown

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/Brown & Momen Joint Venture

to execute the affidavit and did so as his or her

free act and deed.

Nancy Planeck  
Notary Public

Commission expires: 11/28/09

(SEAL)



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1472R

Belmont Cragin Area Elementary School

**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: \_\_\_\_\_

Project Number: \_\_\_\_\_

FROM:

\_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO:

\_\_\_\_\_ and Public Building Commission of Chicago  
(Name of General Bidder)

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

\_\_\_\_\_ a Sole Proprietor

\_\_\_\_\_ a Corporation

\_\_\_\_\_ a Partnership

\_\_\_\_\_ a Joint Venture

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1472R

Belmont Cragin Area Elementary School

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

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

**PARTIAL PAY ITEMS**

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

\_\_\_\_\_

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

By:

\_\_\_\_\_  
Name of MBE/WBE Firm (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Phone

IF APPLICABLE:

By:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Phone

MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No.1472R  
Belmont Cragin Area Elementary School

**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: Belmont Cragin Area Elementary School

Project Number: 1472R

FROM:

Fullerton Industrial Supply, Inc. MBE  WBE   
(Name of MBE or WBE)

TO:

Sollitt/Brown & Momen 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 Corporation  
 a Partnership  a Joint Venture

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

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

plumbing supplies

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

\$225,000.00

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1472R

Belmont Cragin Area Elementary School

**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:

Fullerton Industrial Supply, Inc.

Name of MBE/WBE Firm (Print)

May 27, 2008

Date

773-525-3003

Phone

Signature

Lauren bellagamba, President

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

Montel M. Gayles  
Chief Procurement Officer

City Hall, Room 403  
131 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-4900  
(312) 744-2849 (TTY)

<http://www.cityofchicago.org>

February 1, 2008

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

Annual Certificate Expires:  
Vendor Number:

June 1, 2009  
308470

Dear Ms. Bellagamba:

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

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

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

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

**Distributor of Industrial Supplies and Equipment**  
(Including Janitorial Supplies, Plumbing Supplies, Electrical Supplies, Fasteners, Welding Supplies, Safety Supplies, Abrasives, Hand Tools, Power Tools, Pressing Tools, Utility Locating Equipment, Drain Cleaning & Diagnostic Equipment Measuring Tools; Paint, Wire Rope Clips, Hooks, Shackles, Hardware Supplies, Filters, Poly Bags)

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

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

Sincerely,

  
Lori Ann Lyson  
Deputy Procurement Officer

LAL/cc





**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1472R

Belmont Cragin Area Elementary School

**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)

5.28.08  
Date

773.375.4750  
Phone

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.

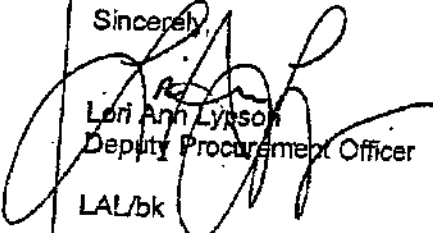
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**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 Lytson  
Deputy Procurement Officer

LAL/bk

IL UCP HOST: IDOT



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1472

Belmont Cragin Area Elementary School

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: Belmont Cragin Area Elementary School

Project Number: 1472

FROM:

GLASS DESIGNERS INC. MBE XXXXX WBE  
(Name of MBE or WBE)

TO:

George Sollitt Company, -c 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                      XXXXXXXX a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 2/28/08. 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.

Alum. Doors, Alum. windows, steel screen, alum curtainwall,  
glass and glazing

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

\$875,000.00

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1472

Belmont Cragin Area Elementary School

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

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

**PARTIAL PAY ITEMS**

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

N/A

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

**SUB-SUBCONTRACTING LEVELS**

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:

Glass Designers Inc.

Name of MBE/WBE Firm (Print)

5/23/08

Date 1-773/978-2747

Phone

Signature

John Lockett

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Barbara A. Lumpkin  
Chief Procurement Officer

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

February 28, 2007

John Lockett, President  
Glass Designers, Inc.  
7421 South South Chicago Avenue  
Chicago, Illinois 60540

Annual Certificate Expires: September 1, 2009  
Vendor Number: 1023170

Dear Mr. Lockett:

We are pleased to inform you that Glass Designers, Inc. has been certified as a MBE by the City of Chicago. This MBE certification is valid until September 1, 2012; however your firm must be re-validated annually. Your firm's next annual validation is required by September 1, 2009.

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

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

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

Glazing Contractor; Screen and Storm Window Repair and Installation; Ornamental Iron Work; Installation of Aluminum Storefronts, Doors, Windows and Curtainwalls

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

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

Sincerely,

  
Lori Ann Larson  
Deputy Procurement Officer

LAL/ds





**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1472R

Belmont Cragin Area Elementary School

**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:

Beckit, Inc.  
Name of MBE/WBE Firm (Print)  
5/28/08  
Date  
815-385-2904  
Phone

Rebecca H. Kress  
Signature  
Rebecca H. Kress  
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>

April 19, 2007

Rebecca Kress, President  
**Beckit, Inc.**  
27992 W. Route 120 Unit #13  
Lakemoor, Illinois 60051

**Annual Certificate Expires:** October 1, 2008  
**Vendor Number:** 50678028

Dear Ms. Kress:

We are pleased to inform you that **Beckit, 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:

**Supplier of Brick, Stone, and Masonry Products and Tools**

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 Lybson  
Deputy Procurement Officer

LAL/emc



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1472R

Belmont Cragin Area Elementary School

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

Name of Project: Belmont Cragin Area Elementary School (Rebid)

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/Brown & Momen 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
Brown & Momen, Inc.	20% JV Partner	\$5,392,800	\$ ---
Fullerton	Plumbing Supplies	\$ 225,000	\$ ---
Evergreen Supply	Electrical Materials	\$ ---	\$ 700,000
Glass Designers	Glass and Windows	\$ 875,000	\$ ---
Beckit	Masonry Supplies	\$ ---	\$ 400,000
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit:</b>		<b>\$5,492,800</b>	<b>\$ 1,100,000</b>
<b>Percent of Total Base Bid</b>		<b>24.08 %</b>	<b>4.08%</b>

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.1472R

Belmont Cragin Area Elementary School

**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 Const. Co.


Name of Contractor (Print)

May 23, 2008

Date

630-860-7333

Phone

  
\_\_\_\_\_  
Signature

Howard Strong

Name (Print)

IF APPLICABLE:

By:

Brown & Momen, Inc.

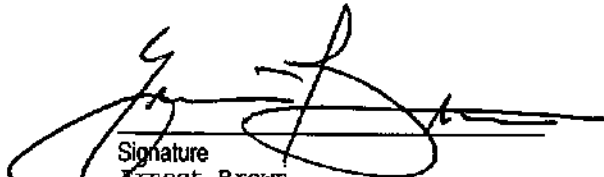
Joint Venture Partner (Print)

May 23, 2008

Date

630-860-7333/630-860-7347

Phone/FAX

  
\_\_\_\_\_  
Signature

Ernest Brown

Name (Print)

MBE  WBE  Non-MBE/WBE

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1472R

Belmont Cragin Area Elementary School

**SCHEDULE E - Request for Waiver from MBE/WBE Participation**

Date: \_\_\_\_\_

Erin Lavin Cabonargi, Executive Director  
Public Building Commission of Chicago  
Richard J. Daley Center  
50 W. Washington Street, Room 200  
Chicago, IL 60602

Dear Mrs. Cabonargi:

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.1472R

Belmont Cragin Area Elementary School

**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	Langston Hughes School	---	n/a	
Contract With	PBC	PBC	PBC	---	n/a	
Estimated Completion Date	6/08	5/09	7/09	---	n/a	
Total Contract Price	25,376,000	69,089,000	30,220,000	---	n/a	124,685
Uncompleted Dollar Value if Firm is the GC	9,422,000	41,000,000	30,220,000	---	n/a	80,642
Uncompleted Dollar Value if Firm is a Subcontractor	---	---	---	---	n/a	
<b>TOTAL VALUE OF ALL WORK</b>						80,642

**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	---	---	---			
H.V.A.C.	---	---	---			

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1472R

Belmont Cragin Area Elementary School

	1	2	3	4	Awards Pending	TOTALS
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)	---	---	---			
<b>TOTALS</b>						

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1472R

Belmont Cragin Area Elementary School

**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	George Sollitt	---	N/A
Type of Work	J/V Partner	J/V Partner	J/V Partner	---	N/A
Subcontract Price	20,708,980	58,729,300	24,176,000	---	N/A
Amount Uncompleted	8,308,812	38,020,300	24,176,000		
Subcontractor	Oakley	Oakley	Oakley	---	N/A
Type of Work	J/V Partner	J/V Partner	J/V Partner	---	N/A
Subcontract Price	5,075,200	10,359,695	6,044,000	---	N/A
Amount Uncompleted	1,112,204	2,989,054	6,044,000	---	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					
<b>TOTAL Uncompleted</b>					

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1472R

Belmont Cragin Area Elementary School

**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.

Howard Strong  
Signature

May 23, 2008  
Date

Howard Strong  
Name (Type or Print)

Joint Venture Representative  
Title

Sollitt/Brown & Momen Joint Venture

Bidder Name  
790 N. Central Ave.

Address  
Wood Dale IL 60191

City State Zip

Subscribed and sworn to before me  
this 23rd day of May, 2008

Nancy Planek  
Notary Public



Commission expires: 11/28/09

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1472R

Belmont Cragin Area Elementary School

**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/Brown & Momen 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 Statement

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

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.	See Prequalification Statement			
2.				
3.				
4.				
5.				
6.				
7.				
8.				

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1472R

Belmont Cragin Area Elementary School

**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/Brown & Momen Joint Venture
- (b) Official Address 790 N. Central Ave., Wood Dale, IL 60191
- (c) Names of all Partners: The George Sollitt Construction Company  
Brown & Momen, 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 23rd day of May 20 08

Nancy Planeck  
\_\_\_\_\_  
Notary Public  
My Commission expires: 11/28/09



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1472R

Belmont Cragin Area Elementary School

**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 1<sup>st</sup> low and the apparent 2<sup>nd</sup> 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 1<sup>st</sup> and 2<sup>nd</sup> 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").
2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about any lobbyists whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person a) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

**B. Certification**

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction  
: \_\_\_\_\_

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: \_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1472R

Belmont Cragin Area Elementary School

Retained Parties:

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

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.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1472R

Belmont Cragin Area Elementary School

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:

**DISCLOSURE OF RETAINED PARTIES**

**A. Definitions and Disclosure Requirements**

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

**B. Certification**

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: New Construction  
 Description of goods or services to be provided under Contract: # 1472R  
Belmont Cragin Area Elementary School (Rebid)
2. Name of Contractor: Sollitt/Brown & Momen Joint Venture
3. **EACH AND EVERY** attorney , lobbyist, accountant, consultant, subcontractor, or other person 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. NOTE: You must include information about certified MBE/WBEs you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

Retained Parties:

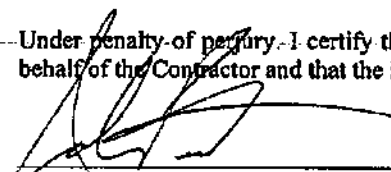
Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (indicate whether paid or estimated)
See Attached			

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

## DISCLOSURE OF RETAINED PARTIES

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

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

  
\_\_\_\_\_  
Signature

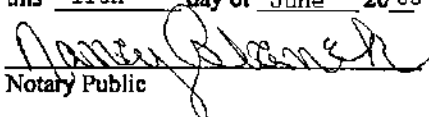
June 11, 2008  
\_\_\_\_\_  
Date

John Pridmore  
\_\_\_\_\_  
Name (Type or Print)

Executive Vice President  
\_\_\_\_\_  
Title

Subscribed and sworn to before me

this 11th day of June 2008

  
\_\_\_\_\_  
Notary Public



**Retained Parties:**

<b>Name</b>	<b>Business Address</b>	<b>Relationship</b>	<b>Fees</b>
Fullerton Industrial Supply, Inc	1456 W. Fullerton Chicago, IL 60614	Supplier	\$225,000
Evergreen Supply Company	9901 S. Torrence Ave. Chicago, Illinois 60617	Supplier	\$700,000
Glass Designers, Inc.	10123 S. Torrence Ave. Chicago, IL 60617	Subcontractor	\$875,000
Beckit, Inc.	27992 W. Route 120, Unit 13 Lakemoor, IL 60051	Supplier	\$400,000

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1472R

**PERFORMANCE AND PAYMENT BOND**

**Contract No. 1472R**

**Bond No. 105007655**

---

KNOW ALL MEN BY THESE PRESENTS, that we, Sollitt/Brown & Momen 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 Twenty Seven Million Eighty Two Thousand  
Dollars and No Cents (\$27,082,000.00) 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 June 10, 2008, for the fabrication, delivery, performance and  
installation of

Belmont Cragin Area Elementary School  
2231 N. Central Avenue, Chicago, IL

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1472R

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

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

~~It is expressly understood and agreed that this Bond, in the penal sum of Twenty Seven Million Eighty Two Thousand Dollars and No Cents (\$27,082,000.00) 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. 1472R

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this June 10, 2008, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

\_\_\_\_\_  
Name

BY \_\_\_\_\_ (Seal)  
Individual Principal

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Individual Principal (Seal)

\_\_\_\_\_  
City State

CORPORATE SEAL

ATTEST:

Sollitt/Brown & Momen Joint Venture  
Corporate Principal

BY \_\_\_\_\_

BY \_\_\_\_\_

\_\_\_\_\_  
Secretary  
Title

\_\_\_\_\_  
President Representative  
Title

790 N. Central Avenue  
Wood Dale, IL 60191

Travelers Casualty and Surety  
Company of America  
Corporate Surety

BY \_\_\_\_\_  
2019 N. Elizabeth Dr.  
Arlington Hts., IL 60004  
Business Address & Telephone

\_\_\_\_\_  
Title Peter S. Forker, Attorney-In-Fact  
CORPORATE SEAL

FOR CLAIMS (Please Print):

Contact Name: Mr. Todd Baraniak - Travelers

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 \$ 157,076.00 \*\*

\* 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. 1472R

\*\* 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 Sollitt/Brown & Momen 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 11th day of June 2008.

CORPORATE SEAL



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. 001386901

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: [Signature]
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.



[Signature]
Marie C. Tetreault, Notary Public

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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of June, 20 08

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

  
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](http://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**

Contract No.1472R

Belmont Cragin Area Elementary School

**Performance and Payment Bond  
Bond No. SPECIMEN**

**Contract 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. 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

**SPECIMEN**

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1472R

Belmont Cragin Area Elementary School

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 no such subcontractor or persons furnishing labor, materials, facilities, or services may bring suit on the 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 \_\_\_\_\_ 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.1472R

Belmont Cragin Area Elementary School

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:**

\_\_\_\_\_  
Name

BY \_\_\_\_\_ (Seal)  
Individual Principal

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Individual Principal

\_\_\_\_\_  
City State

\_\_\_\_\_  
Partner

**CORPORATE SEAL**

**ATTEST:**

BY \_\_\_\_\_  
Secretary  
Title

\_\_\_\_\_  
Corporate Principal  
BY \_\_\_\_\_  
Resident  
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 \$ \_\_\_\_\_\*\*

\* 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.1472R

Belmont Cragin Area Elementary School

**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 \_\_\_\_\_, within \_\_\_\_\_, that \_\_\_\_\_ who signed on  
behalf of the Principal was \_\_\_\_\_ of said corporation; that I know this person's signature, and  
the signature here to is genuine; and that said Bond was duly signed, sealed, and attested for and in behalf of said  
corporation by authority of its governing \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CORPORATE SEAL**

**SPECIMEN**

# PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1472R  
Belmont Cragin Area Elementary School

## 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 2<sup>nd</sup> 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: GC04311-5

FEE: \$ 2000

DATE ISSUED: 03/25/2008

DATE EXPIRES: 04/21/2009

**THIS LICENSE IS NON-TRANSFERABLE**

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

Richard M. Daley  
Mayor

R. L. Rodriguez  
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 :

BROWN & MOMEN, INCORPORATED  
823 EAST DREXEL SQUARE  
CHICAGO, IL, 60615

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC041416

CERTIFICATE NUMBER: GC041416-4

FEE: \$ 2000

DATE ISSUED: 10/15/2007

DATE EXPIRES: 11/16/2008

**THIS LICENSE IS NON-TRANSFERABLE**

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

Handwritten signature of Richard M Daley.

Richard M Daley  
Mayor

Handwritten signature of Jamie McDonald.

Jamie McDonald  
Acting Commissioner



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Montel M. Gayles  
Chief Procurement Officer

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

<http://www.cityofchicago.org>

March 27, 2008

Max Jones  
Brown & Momen, Inc.  
823 East Drexel Square  
Chicago, Illinois 60615

Annual Certificate Expires:  
Vendor Number:

April 1, 2009  
1034709

Dear Mr. Jones:

Congratulations on your continued eligibility for certification as a MBE by the City of Chicago. This MBE certification is valid until April 2012; however your firm must be re-validated annually. Your firm's next annual validation is required by April 1, 2009.

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

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

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

**Carpentry Services; Home Repair; Construction Management**

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

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

Sincerely,

  
Lori Ann Lypson  
Deputy Procurement Officer

LAL/mck

**IL UCP HOST: City of Chicago**



## JOINT VENTURE AGREEMENT

This Agreement made and executed this 22nd day of May, 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 BROWN & MOMEN, INC., an Illinois corporation, having its principal place of business at 823 E. Drexel Squire Drive, Chicago, Illinois 60615, hereinafter sometimes referred to as "BROWN & MOMEN."

### WHEREAS:

- A. The Public Building Commission of Chicago, Illinois, has invited bids for the construction of the Belmont Cragin Elementary School – Contract No. 1472R, 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 BROWN & MOMEN, INC. 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/Brown & Momen 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.:

	<u>Percentages</u>
SOLLITT	80%
BROWN & MOMEN	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 Brown & Momen 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 Brown & Momen Construction for general work under the Contract. Serving as a General Contractor, the general work to be performed by Brown & Momen, Inc. shall include, but is not limited by, sitework plumbing, concrete work, steel, and other general work. Specific contributions of equipment to be provided by Brown & Momen, Inc. shall

include, but is not limited by, rubbish boxes, and other miscellaneous tools and equipment, which may be required to complete the above listed Contract scope of work. Brown & Momen, Inc. 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, Brown & Momen, Inc. will self-perform carpentry work including furnishing and installing hollow metal doors and frames. Likewise, 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 BROWN & MOMEN 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 BROWN & MOMEN 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 BROWN & MOMEN 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 BROWN & MOMEN.
11. To facilitate handling of all matters and questions in connection with the performance of the Contract by SOLLITT and BROWN & MOMEN, 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 BROWN & MOMEN Representatives shall be by unanimous vote.

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

**SOLLITT**

**BROWN & MOMEN**

Representative: Howard Strong

Representative: Ernest Brown

Alternate: John Pridmore

Alternate: Katie Jones

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 BROWN & MOMEN 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 BROWN & MOMEN 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 BROWN & MOMEN.
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 BROWN & MOMEN and shall serve as Project Controller during their pleasure; the Project Controller at the time of appointment may be an employee of SOLLITT or BROWN & MOMEN.

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 BROWN & MOMEN 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 BROWN & MOMEN.

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 BROWN & MOMEN 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 loss 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 BROWN & MOMEN. 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 BROWN & MOMEN, 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 BROWN & MOMEN may have advanced more than its respective share of working capital as provided above). Such liability of SOLLITT and BROWN & MOMEN 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 BROWN & MOMEN have contributed their required proportions of working capital, then such remaining funds shall be paid to SOLLITT and BROWN & MOMEN in the amounts contributed by each, less their respective shares of the loss.
2. If both SOLLITT and BROWN & MOMEN have not contributed their required proportions of working capital, but sufficient funds are available, then such funds shall be repaid to SOLLITT and BROWN & MOMEN in the amounts contributed by each, less their respective shares of the loss.
3. If both SOLLITT and BROWN & MOMEN 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 BROWN & MOMEN 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 BROWN & MOMEN 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.

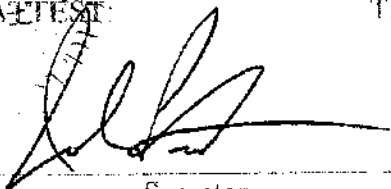
27. All disputes (other than matters of policy with respect to the performance of the Contract) shall be submitted by the parties to arbitration under the auspices of the American Arbitration Association in accordance with its rules.

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

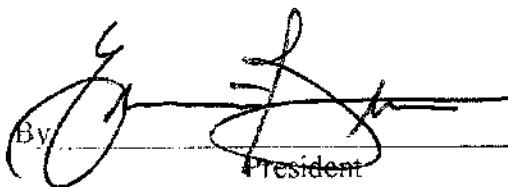
ATTEST:

BROWN & MOMEN, INC.



Secretary

By



President

## Cook County Prevailing Wage for April 2008

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		33.150	33.650	1.5	1.5	2.0	7.970	5.680	0.000	0.220
ASBESTOS ABT-MEC		BLD		26.180	27.930	1.5	1.5	2.0	8.760	6.410	0.000	0.310
BOILERMAKER		BLD		39.450	43.000	2.0	2.0	2.0	6.720	8.490	0.000	0.300
BRICK MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
CARPENTER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
CEMENT MASON		ALL		39.850	41.850	2.0	1.5	2.0	7.490	6.520	0.000	0.170
CERAMIC TILE FNSHER		BLD		30.150	0.000	1.5	1.5	2.0	5.850	6.600	0.000	0.340
COMM. ELECT.		BLD		33.940	36.440	1.5	1.5	2.0	7.200	5.590	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000	0.280
ELECTRIC PWR GRNDMAN		ALL		29.090	43.450	1.5	1.5	2.0	6.450	8.390	0.000	0.220
ELECTRIC PWR LINEMAN		ALL		37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000	0.280
ELECTRICIAN		ALL		37.800	40.400	1.5	1.5	2.0	10.00	7.650	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		43.925	49.420	2.0	2.0	2.0	8.775	6.960	2.640	0.000
FENCE ERECTOR		ALL		28.640	30.140	1.5	1.5	2.0	7.750	5.970	0.000	0.350
GLAZIER		BLD		33.000	34.500	1.5	2.0	2.0	6.740	10.15	0.000	0.600
HT/FROST INSULATOR		BLD		37.400	39.150	1.5	1.5	2.0	8.760	10.11	0.000	0.310
IRON WORKER		ALL		39.250	41.250	2.0	2.0	2.0	9.950	12.74	0.000	0.300
LABORER		ALL		33.150	33.900	1.5	1.5	2.0	7.970	5.680	0.000	0.220
LATHER		BLD		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
MACHINIST		BLD		38.390	40.390	2.0	2.0	2.0	4.880	6.550	2.650	0.000
MARBLE FINISHERS		ALL		27.680	0.000	1.5	1.5	2.0	7.520	8.770	0.000	0.440
MARBLE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
MATERIAL TESTER I		ALL		23.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000	0.220
MATERIALS TESTER II		ALL		28.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000	0.220
MILLWRIGHT		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
OPERATING ENGINEER		BLD 1		41.550	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD 2		40.250	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD 3		37.700	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD 4		35.950	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		FLT 1		47.250	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT 2		45.750	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT 3		40.700	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT 4		33.850	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		HWY 1		39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 2		39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 3		37.150	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 4		35.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 5		34.550	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
ORNAMNTL IRON WORKER		ALL		37.350	39.600	2.0	2.0	2.0	7.750	12.09	0.000	0.500
PAINTER		ALL		35.400	39.820	1.5	1.5	1.5	6.550	7.400	0.000	0.420
PAINTER SIGNS		BLD		28.970	32.520	1.5	1.5	1.5	2.600	2.310	0.000	0.000
PILEDRIIVER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
PIPEFITTER		BLD		40.000	42.000	1.5	1.5	2.0	8.660	7.550	0.000	1.120
PLASTERER		BLD		36.100	38.270	1.5	1.5	2.0	7.000	7.740	0.000	0.400
PLUMBER		BLD		41.000	43.000	1.5	1.5	2.0	8.840	5.560	0.000	0.980
ROOFER		BLD		35.000	38.000	1.5	1.5	2.0	6.800	3.870	0.000	0.330
SHEETMETAL WORKER		BLD		33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590
SIGN HANGER		BLD		26.510	27.360	1.5	1.5	2.0	4.200	2.280	0.000	0.000
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR		ALL		36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
STONE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
TERRAZZO FINISHER		BLD		31.810	0.000	1.5	1.5	2.0	5.850	9.200	0.000	0.280
TERRAZZO MASON		BLD		35.390	38.390	1.5	1.5	2.0	5.850	10.05	0.000	0.320
TILE MASON		BLD		36.630	40.630	1.5	1.5	2.0	5.850	7.850	0.000	0.480
TRAFFIC SAFETY WRKR		HWY		24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER		E ALL 1		29.950	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER		E ALL 2		30.200	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER		E ALL 3		30.400	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER		E ALL 4		30.600	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER		W ALL 1		30.950	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000

TRUCK DRIVER	W	ALL 2	31.100	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TRUCK DRIVER	W	ALL 3	31.300	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TRUCK DRIVER	W	ALL 4	31.500	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TUCKPOINTER		BLD	36.900	37.900	1.5	1.5	2.0	5.910	8.350	0.000	0.400

## Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)  
 OSA (Overtime is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pensa (Pension)  
 Vac (Vacation)  
 Trng (Training)

## Explanations

### COOK COUNTY

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

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

### EXPLANATION OF CLASSES

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

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

### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any

and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

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

#### MARBLE FINISHER

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

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

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

#### TERRAZZO FINISHER

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

machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### OPERATING ENGINEERS - BUILDING

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

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

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

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

#### OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.

Class 4. Deck equipment operator machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

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

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

## TRAFFIC SAFETY

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

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

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEAMsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

## Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

## LANDSCAPING

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

covered by the classifications of truck driver.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DC DATE (MM/DD/YYYY)  
 GEORG-3 06/13/08

**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**  
 Solitt/Brown & Momen  
 Joint Venture  
 790 N. Central Avenue  
 Wood Dale IL 60191

C1472R

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Insurance	
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 ADDL LTR DISCR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJE <input type="checkbox"/> LOC	GLO937891903	02/28/07	06/30/08	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$100,000 MED EXP (ANY ONE PERSON) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A X	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP937891803	02/28/07	06/30/08	COMBINED SINGLE LIMIT (EA ACCIDENT) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0	AUC937890103	02/28/07	06/30/08	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	BINDER	06/13/08	06/13/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

RE: Belmont Cragin Area Elementary School, Contract #1472R  
 Primary/Noncontributory Additional Insured on General Liability & Automobile Liability & Waiver of Subrogation on General Liability, Automobile & Workers' Compensation in favor of The Public Building Commission; Board of Education of the City of Chicago; City of Chicago

*ok one of 6/16/08 subject to buildr prob*

**CERTIFICATE HOLDER**  
 PUBLI-2  
 Public Building Commission  
 of Chicago  
 Richard J. Daley Center  
 Chicago IL 60602

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

**ACORD**

DATE (MM/DD/YY)  
06/16/08

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER PHONE/FAX (ILL, PA, IND) 630-245-4600 / 630-245-4601

COMPANY

Weible & Cahill  
2300 Cabot Drive, Suite 100  
Lisle IL 60532  
Deborah A. Campbell

Hartford Fire Insurance Co.  
4401 Middle Settlement Road  
New Hartford NY 13413-9559

*#127*

CODE: \_\_\_\_\_ SUB CODE: \_\_\_\_\_  
AGENCY CUSTOMER ID #: SOLLI-2

INSURED  
  
Sollitt/Brown & Momen  
Joint Venture  
790 North Central Avenue  
Wood Dale IL 60191

LOAN NUMBER \_\_\_\_\_ POLICY NUMBER \_\_\_\_\_  
BINDER \_\_\_\_\_  
EFFECTIVE DATE 06/16/08 EXPIRATION DATE 07/16/09  
 CONTINUED UNTIL TERMINATED IF CHECKED  
THIS REPLACES PRIOR EVIDENCE DATED: \_\_\_\_\_

LOCATION/DESCRIPTION  
001

2231 North Central Avenue  
Chicago IL 60639

New Construction of Elementary School Building

COVERAGE/PERILS/FORMS

AMOUNT OF INSURANCE

DEDUCTIBLE

BUILDING	27,082,000	10,000
MATERIALS & SUPPLIES:		
IN TRANSIT	250,000	10,000
IN TEMPORARY STORAGE	250,000	10,000
FLOOD	1,000,000	25,000
QUAKE	1,000,000	25,000
TESTING	INCLUDED	10,000

*OK call 6/16/08*

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST. IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

NAME AND ADDRESS

Public Building Commission and  
Board of Education and City of  
Chicago  
Chicago IL

MORTGAGEE \_\_\_\_\_ ADDITIONAL INSURED \_\_\_\_\_  
 LOSS PAYEE \_\_\_\_\_

LOAN#

AUTHORIZED REPRESENTATIVE

Deborah A. Campbell

*Deborah A. Campbell*

**Sollitt/Brown & Momen Joint Venture  
790 N. Central Ave.  
Wood Dale, IL 60191**

June 16, 2008

Ms. Janice Meeks  
Public Building Commission of Chicago  
Daley Center  
50 W. Washington, Room 200  
Chicago, IL 60602

Reference: Belmont Cragin Area Elementary School  
GSCC Project C08055

Subject: Certificate of Insurance

Dear Ms. Meeks,

Enclosed is our Certificate of Liability Insurance for the above referenced project. This certificate is effective February 28, 2007 through June 30, 2008. Also enclosed is our Builders Risk certificate dated June 16, 2008

If you have any concerns, please call.

Very truly yours,  
THE GEORGE SOLLITT CONSTRUCTION CO.

By   
John Pridmore, Executive Vice President

Enclosure

C08055/jp/np/owner



June 10, 2008

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

John Pridmore  
Sollitt/Brown & Momen Joint Venture  
790 N. Central Avenue  
Wood Dale, IL 60191

BOARD OF COMMISSIONERS

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RICHARD M. DALEY  
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City of Chicago

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President  
Chicago Board of Education

Executive Director  
ERIN LAVIN CABONARGI

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

Secretary  
EDGRICK C. JOHNSON

Assistant Secretary  
PATRICK J. HARNEY

RE: **Notice of Award**  
Contract No.: 1472R  
Type of Work: New Construction  
Project : Belmont Cragin Area Elementary School (REBID)  
Project # CPS-25

Dear Mr. Pridmore:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on June 10, 2008 the Commission awarded to your company Contract No. 1472R in the amount of \$ 27,082,000.00.

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 June 16, 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: L. Benson  
C. Kelly

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1472R

Belmont Cragin Area Elementary School

**ADDENDUM NO. 1 TO CONTRACT NO. 1472**

**Belmont Cragin Area Elementary School**

**For**

**New Construction**

**DATE:** April 23, 2008

**NOTICE OF CHANGES IN CONTRACT DOCUMENTS**

**The following changes are hereby made in the Contract Documents:**

- Change 1:** Cover Sheet- update graphics and text per CPS standard
- Change 2:** Sheets A5.1, A5.3, A6.1 and A6.3 - Revised window sills from metal to limestone for all details on sheets A5.1, A5.2 & A5.3 and 2/A6.1, 1/A6.3.
- Change 3:** Sheet A5.1: Detail 1- At all three floors windows, coordinated note to indicated location of sunshades and lightshelves south façade only.
- Change 4:** Sheet A5.1: Detail 1- Removed note "SIM" to detail bubble at the third floor window head
- Change 5:** Sheet A5.1: Detail 2- Added detail tag at cafeteria window head. Added motorized shade and mounting at window head. Coordinated with details.
- Change 6:** Sheet A5.1: Detail 3- Revised partial brick jamb to steel jamb at first floor rolling door. Coordinated with details. Added column roof penetration configuration at the chiller roof surface.
- Change 7:** Sheets A5.2 and A6.2 - Added spray foam insulation at the beams located at the outer portion of the exterior wall on 2/A5.2, 3/A5.2, and 2/A6.2, 4/A6.2, 5/A6.2.
- Change 8:** Sheet A5.2: Detail 1- Coordinated CMU column enclosure to steel columns at emergency room and yard storage room.
- Change 9:** Sheet A5.2: Detail 3 - Added motorized shade at window head. Coordinated with details. Added detail tag number at window sill location.
- Change 10:** Sheets A5.3, A6.2 and A6.3 – Corrected modified bituminous roofing to water and ice self adhesive sheet, corrected cover board to gypsum sheathing, added ACM color finish, and revised ACM joint detail from rainscreen to continuous sealant cover location on sheet A5.3 and 9/A6.2,4/A6.2,7/A6.2,10/A6.3.
- Change 11:** Sheet A5.3: Detail 2- Added batt insulation at library clerestory walls. Coordinated with details.
- Change 12:** Sheet A5.3: Detail 3: Revised library clerestory configuration. Added vertical and horizontal dimensions. Added gypsum wall , mechanical duct and p-lam sill at art classroom window sill location. Coordinated with details.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1472R

Belmont Cragin Area Elementary School

- Change 13:** Sheet A5.3: Details 1,2,& 3: Revised vertical dimension strings.
- Change 14:** Sheet A5.5: Detail 1- Added motorized shade; Revised metal stud framing from 2 1/2" to 3 5/8" metal studs at ceiling soffit. Revised structural beam located above CMU wall. Revised termination of cavity wall. Coordinated with details.
- Change 15:** Sheet A5.5: Detail 2 - Added detail tags for clerestory column and window / column jamb.
- Change 16:** Sheet A5.5: Detail 3 – Coordinated fireproofing at the roof beam below clerestory window.
- Change 17:** Sheet A5.5: Detail 5 – Revised width dimension of window type "M". Revised ACM panels horizontal dimensions.
- Change 18:** Sheet A6.1: Detail 4 – Revised roof parapet flashing extension and the two pieces metal counterflashing attachment.
- Change 19:** Sheet A6.1: Detail 8 - Added steel plate dimension to rolling door frame head. Coordinated with structural; Coordinated note for overhead door to be insulated.
- Change 20:** Sheet A6.1: Detail 8 and 9 - Revised rolling door jamb partial brick area from brick to steel jamb. Coordinated with plan details.
- Change 21:** Sheet A6.1: Details 9 and 10 – Added note for water repellant exterior face CMU at all walls of chiller well area.
- Change 22:** Sheet A6.1: Detail 10 – Added note for column / roof penetration detail.
- Change 23:** Sheet A6.2: Detail 2, 4 and 5 – Added foam insulation at steel beams located within the outer side of the exterior wall.
- Change 24:** Sheet A6.2: Detail 1 - Corrected horizontal and vertical dimensions of aluminum sunshade.
- Change 25:** Sheet A6.2: Detail 1A - Added new detail of rolling shade steel support for north façade classroom windows.
- Change 26:** Sheet A6.2: Detail 3 – Revised note for TPO roofing to read "TPO on top of modified roofing system"
- Change 27:** Sheet A6.2: Detail 4A - Added new detail for door head at gym exterior wall.
- Change 28:** Sheet A6.2: Detail 5 - Added motorized shade at window head detail.
- Change 29:** Sheet A6.2: Detail 7 - Added motorized shade, shade mounting pocket and support framing to north –east side library windows. Revised ACM note to replace modified bituminous roofing for sealant at ACM joints.
- Change 30:** Sheet A6.2: Detail 8 – For library clerestory roof material description , added notes for 5/8" gypsum sheathing, vapor barrier, continuous sealant at ACM joints, and water and ice shield layer. Revised note for wood blocking on top

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1472R

Belmont Cragin Area Elementary School

**of the parapet. Added metal framing below ACM roof joint location.**

- Change 31:** Sheet A6.3: Details 4,7,9,10, and 11- Revised details overall. Coordinated notes and dimensions.
- Change 32:** Sheet A6.3: Details 3, 4,6, 7, and 9 - Replaced metal hat channel to 3 5/8" metal studs at interior wall gypsum furring; Added note for vapor barrier - foil face on batt insulation.
- Change 33:** Sheet A6.3: Detail 2 - Replaced insulation next to steel tube lintel to mortar mesh.
- Change 34:** Sheet A6.3: Detail 3 - Added batt insulation behind exterior sheathing. Added notes for batt insulation and vapor barrier at the batt insulation.
- Change 35:** Sheet A6.3: Detail 4 - Added batt insulation behind exterior sheathing. Added note for vapor barrier for batt insulation; Added ACM joint a parapet edge.
- Change 36:** Sheet A6.3: Detail 6 - Added roofing flashing termination. Coordinated note for roof flashing at roof curb / window location.
- Change 37:** Sheet A6.3: Detail 7 and 10 - Added roof metal decking on top of structure; Added ACM joint a parapet edge.
- Change 38:** Sheet A6.3: Detail 7- Deleted note for ACM roof line beyond; Added note for batt insulation and vapor barrier for batt insulation; Deleted note for roof steel tube.
- Change 39:** Sheet A6.3: Detail 9- Removed 6" metal framing below structural beam; Replaced note for 6" cold formed metal framing to "3 5/8" metal stud framing; Replaced note for metal corner bead to 5/8" gypsum board at clerestory sill. Deleted note for wood shim; Deleted note for metal hat channels; Coordinated note for roofing flashing membrane.
- Change 40:** Sheet A6.3: Detail 10 – Added notes to library clerestory window head / parapet edge detail; Added ACM joint a parapet edge.
- Change 41:** Sheet A6.3: Detail 11 – Added new detail for library clerestory column condition.
- Change 42:** Sheet A6.5: Detail 1 – Coordinated structural beam located above CMU wall. Revised termination of cavity wall. Removed insulation below the slab at exterior side. Removed ACM joint at bottom of ACM sill. Revised horizontal dimension. Removed friction fit insulation.
- Change 43:** Sheet A6.5: Detail 2 – Added detail tag for music room window head detail; Replace 2 1/2" metal stud framing to 3 5/8" at ceiling soffit.
- Change 44:** Sheet A6.5: Detail 3 – Added ACM joint at parapet edge.
- Change 45:** Sheet A6.5: Detail 5 – Added new detail for motorized shade mounting at ceiling soffit.
- Change 46:** Sheet A6.7: Detail 1 – Added note for compressible filler and sealant to solar shade attachment into cavity wall.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1472R

Belmont Cragin Area Elementary School

- Change 47:** Sheet A6.7: Detail 2 - Corrected to remove fireproofing from steel column; Revised wall framing from steel tube to 6" cold formed metal framing at north of column line A.8; Coordinated ACM sill north of curtain wall.
- Change 48:** Sheet A6.7: Detail 5 - Removed fireproofing from steel column B/14; Revised extension of batt insulation from South of column line A.8 to cavity wall; Coordinated steel tube column located at column line B to be deleted; Added 6" cold formed metal framing from South of column line A.8 to cavity wall; Coordinated steel framing from steel tube to 6" cold formed metal at ACM walls north of column line A.8.
- Change 49:** Sheet A6.7: Detail 6 - Removed fireproofing from steel column A/3.
- Change 50:** Sheet A6.7: Detail 7 - Added new plan detail for library clerestory window jamb.
- Change 51:** Sheet A12.4a - Delete dimension strings in Dining.
- Change 52:** Sheet A12.4a and A12.4b - Add cpt-3 color to legend
- Change 53:** Sheets A12.5a, A12.5b, A12.6a, and A12.6b - New sheets to describe floor pattern plans of second and third floors.
- Change 54:** Sheet S3.1/Detail 2: Revised tie spacing.
- Change 55:** Sheet S3.1/Detail 9: Revised tie spacing.
- Change 56:** Sheet S3.2/Detail 7: Revised detail to indicate typical interior 8" wall.
- Change 57:** Sheet M1.1a: Add fire damper to duct and transfer opening in room 1067B; Add fire damper to duct and transfer opening in room 1067A; Remove return duct and return grill in room 1067B; Revise exhaust duct for toilet room 1045 and room 1046; Revise supply duct in lobby 1002; Add air flow indication of main branches.
- Change 58:** Sheet M1.2a: Revise the length and location of sound attenuators; Revise supply duct in lobby 1002 and room 1064; Revise supply and return duct in 2025 and 2026; Add airflow indication of main branches and louvers; Add material specification for kiln exhaust; Add access openings in grease exhaust duct.
- Change 59:** Sheet M1.3a: Revise the length and location of sound attenuators; Revise the location of fire damper in room 3031; Revise return and exhaust ducts for room 3028; Add airflow indication of main branches and louvers; Add material specification for kiln exhaust; Remove sound attenuator SA-1B; Add access openings in grease exhaust duct.
- Change 60:** Sheet M4.1: Revise sound attenuator schedule
- Change 61:** Sheet M4.2: Revise fan schedule
- Change 62:** Sheet M5.5: Add detail #7 for kiln exhaust penetration thru roof
- Change 63:** Sheet E2.1a: Added receptacles and data for coordination with equipment in work room, vestibule, reception, dimmer room, etc.; Added junction boxes for door

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1472R

Belmont Cragin Area Elementary School

strikes; Added paging speakers, and junction boxes for basketball winches, moved TV outlet and receptacles to match architectural drawings; Revised key notes 28, and 29

- Change 64:** Sheet E2.1b: Added junction boxes for electric door strikes, revised outdoor outlet locations, added keynote #24.
- Change 65:** Sheet 2.2a: Added receptacle and data for copier in staff room 2031 for coordination with architectural. Added meco shade power and switching, revised outdoor power locations. Added keynote #17.
- Change 66:** Sheet E2.2b: Added keynote #17.
- Change 67:** Sheet E2.3a: Added receptacle and data for printer in library room 3027; Removed PFS-2 from fan room; Added receptacles in the lobby. Added power and switching for motorized screens. Added keynote #16.
- Change 68:** Sheet E2.3b: Added keynote #9 and revised power outlet outdoors.
- Change 69:** Sheet E4.1a: Changed exit available short circuit current per the latest information from ComEd; Changed key note 4 to read Provide power monitor instead of install power monitor
- Change 70:** Sheet E4.3: Updated intercom, and intrusion detection schematic riser diagrams for coordination purposes. Added motion detectors in room 3010, 3011, and 3027 to match floor plan. Deleted one motion detector from corridor 1018 to match floor plan. Revised intrusion detection riser diagram for first floor and update devices to match floor plan. Removed intercom call button and speaker in room 2021B.
- Change 71:** Sheet E4.4: Updated low voltage device schedules for coordination purposes. Added voice and data drops in room 2021B. Assigned room 1067 and 1067B to the Concentrator ACE 1052. Added voice drops in room 1051 and 1012. Added voice and data drop in room 3033 to match floor plan. Added TV outlet in room 3027 to match floor plan.
- Change 72:** Sheet E4.5: Updated telephone and data distribution diagram for coordination purposes. Added note #3. Revised schedule to match floor plan.
- Change 73:** Sheet E5.2: Removed PFS-2 for coordination purposes
- Change 74:** Sheet E5.3: Updated panel schedules for coordination
- Change 75:** Sheet E5.4: Updated panel schedules for coordination
- Change 76:** Sheet E5.5: Updated panel schedules for coordination
- Change 77:** Sheet E6.6: Updated panel and circuit number for rescue assistance system
- Change 78:** Sheet E7.1: Updated enlarged generator room floor plans to match architectural; Added RACP and updated background in FACP room to match architectural
- Change 79:** Sheet E7.2: Added paging speakers and telephone outlets in the kitchen
- Change 80:** Sheet P0.1: Identify JMB and MR on the Schedule; Identify Hand Sink and Kitchen sink on the Schedule; Change L-1 tag in material list; Add FD-3 to material list.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1472R

Belmont Cragin Area Elementary School

- Change 81:** Sheet P1.0a: Added invert elevations to plan; Added finished floor elevation to plan; Added note for minimum underground pipe size on plan; Revised floor drain venting on plan.
- Change 82:** P1.0b: Revised floor drain venting on plan; Added note for minimum pipe size underground; revised plumbing riser tags in east toilet rooms.
- Change 83:** Sheet P1.1a: Added reference notes on drawings; Added sanitary piping for floor drains in the boy's/girl's toilet; Re-arranged piping inside the pipe chase for the drinking fountains and washbasins; Revised entry vestibule roof drain to a scupper drain; revised downspout 1 size; added floor clean outs to plan; called for housekeeping pad for domestic water booster pump; revised lavatory tags in toilet rooms.
- Change 84:** Sheet P1.1b: Added reference notes on drawings; Added wall cleanouts in the toilet rooms 1036 and 1037; revised pre-k lavatories to tag L-1.
- Change 85:** Sheet P1.2a: Added wall cleanout in the toilet room; revised entry vestibule roof drain; added water service line for coffee maker in room 2021; revised lavatory tags in toilet rooms; revised sink tags in rooms 2004, 2005, 2025 and 2026; modified floor drain vents in mechanical room.
- Change 86:** Sheet P1.2b: Added wall cleanout in the boy's/girl's toilet rooms; revised vent sizes.
- Change 87:** Sheet P1.3a: Revised floor drain vents in mechanical room; Revised lavatory tags in toilet rooms.
- Change 88:** Sheet P1.3b: Added reference note on drawings; revised vent size on plans; increased hot water pipe size above janitors closet 3016.
- Change 89:** Sheet P2.1: Modified detail 2; Added water hammer arrestors to detail 3; revised pumped discharge piping on detail 6; revised piping insulation on detail 9.
- Change 90:** Sheet P2.2: revised floor drain detail 1; revised pipe sizes on water heating detail 12; revised notes on details 16 and 17.
- Change 91:** Sheet P3.1: Revised entry canopy roof drain to scupper.
- Change 92:** Sheet P3.2: Revised west sanitary riser diagram; Added valves and access panels; Revised 2" sanitary line from floor drains with 3"; Revised P-6 cold water riser size; added wall clean outs.
- Change 93:** Sheet P3.3: Revised riser numbers.

**END OF ADDENDUM NO.1**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1472R

Belmont Cragin Area Elementary School

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## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1472R

Belmont Cragin Area Elementary School

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Contract No.1472R

Belmont Cragin Area Elementary School

- Change 81:** Sheet P1.0a: Added invert elevations to plan; Added finished floor elevation to plan; Added note for minimum underground pipe size on plan; Revised floor drain venting on plan.
- Change 82:** P1.0b: Revised floor drain venting on plan; Added note for minimum pipe size underground; revised plumbing riser tags in east toilet rooms.
- Change 83:** Sheet P1.1a: Added reference notes on drawings; Added sanitary piping for floor drains in the boy's/girl's toilet; Re-arranged piping inside the pipe chase for the drinking fountains and washbasins; Revised entry vestibule roof drain to a scupper drain; revised downspout 1 size; added floor clean outs to plan; called for housekeeping pad for domestic water booster pump; revised lavatory tags in toilet rooms.
- Change 84:** Sheet P1.1b: Added reference notes on drawings; Added wall cleanouts in the toilet rooms 1036 and 1037; revised pre-k lavatories to tag L-1.
- Change 85:** Sheet P1.2a: Added wall cleanout in the toilet room; revised entry vestibule roof drain; added water service line for coffee maker in room 2021; revised lavatory tags in toilet rooms; revised sink tags in rooms 2004, 2005, 2025 and 2026; modified floor drain vents in mechanical room.
- Change 86:** Sheet P1.2b: Added wall cleanout in the boy's/girl's toilet rooms; revised vent sizes.
- Change 87:** Sheet P1.3a: Revised floor drain vents in mechanical room; Revised lavatory tags in toilet rooms.
- Change 88:** Sheet P1.3b: Added reference note on drawings; revised vent size on plans; increased hot water pipe size above janitors closet 3016.
- Change 89:** Sheet P2.1: Modified detail 2; Added water hammer arrestors to detail 3; revised pumped discharge piping on detail 6; revised piping insulation on detail 9.
- Change 90:** Sheet P2.2: revised floor drain detail 1; revised pipe sizes on water heating detail 12; revised notes on details 16 and 17.
- Change 91:** Sheet P3.1: Revised entry canopy roof drain to scupper.
- Change 92:** Sheet P3.2: Revised west sanitary riser diagram; Added valves and access panels; Revised 2" sanitary line from floor drains with 3"; Revised P-6 cold water riser size; added wall clean outs.
- Change 93:** Sheet P3.3: Revised riser numbers.

**END OF ADDENDUM NO.1**

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Belmont Cragin Area Elementary School

**ADDENDUM NO. 3 (revised) TO CONTRACT NO. 1472**

**Belmont Cragin Area Elementary School**

**For**

**New Construction**

**DATE:** April 29, 2008

**NOTICE OF CHANGES IN CONTRACT DOCUMENTS**

The following changes are hereby made in the Contract Documents.

**CHANGES IN BOOK 1**

**Change 1:** Article II, section A. ADD 18. For purposes of the project community hiring requirement (if applicable) and the community hiring bonus "Residents of the project community" shall mean persons domiciled within the 37<sup>th</sup> and 29<sup>th</sup> ward as designated by the Executive Director, Public Building Commission of Chicago.

**CHANGES TO SPECIFICATIONS AND DRAWINGS**

**Change 1:** Sheet G5.1 Updated location of topsoil stock pile area. Added note stating that existing tree to West of Construction Easement area must be retained. Added note stating that contractor is responsible for returning Construction Easement area to original condition. Revised concrete pavement pattern to 4' x 6' module.

**Change 2:** Sheet C0.3, Add note that area used for construction entrance is to be restored to match existing conditions at the completion of the project; Add inlet protection for catch basin provided at trash enclosure; Revise location of temporary construction entrances; Add note to protect tree near temporary construction entrance; Show construction staging area to coordinate with G5.1; Revise notes and plans to indicate that Contractor is responsible for maintaining construction fencing, dust screening, and silt fence installed around construction boundaries by Site Preparation Contractor; Add construction fence, dust screening and silt fence around perimeter of construction staging area; Add note indicating that construction entrance must be in place prior to start of any site work.

**Change 3:** Sheet C1.1, Revise jointing on new concrete sidewalk; Revise planter limits to coordinate with revised jointing; Show two "No Parking" signs along fire lane to coordinate with Architectural Site Plan; Revise concrete edge around play lot and play lawn to coordinate with Landscape drawings; Add dimension for width of access drive to transformer/trash enclosure area;

**Change 4:** Sheet C2.1, Add joint lines to concrete pavement located within trash enclosure and transformer enclosure; Add references to pavement details to legend; Revise grades along western end of trash enclosure to allow installation of catch basin within enclosure; Coordination location of NIC limits along Central and in the southeast section of site near fire lane to match geometry plan C1.1; Provide enlarged detail of grading at driveway entrance to trash enclosure and transformer area to coordinate with information shown on grading plan; Add note referencing landscape drawings for information regarding play lot, play lawn, fire lane turnaround pavers, and landscaped areas.

**Change 5:** Sheet C3.1, Add note indicating that catch basins 13 to 16 and manholes 1 and 7 are included in site preparation contract; Add catch basin 13A in trash enclosure area. (Note: catch basin to be included in site preparation contract.); Revise routing of under drains below rain gardens. Indicate under drains as pvc pipe to coordinate with information shown in specifications; Revise NIC limits on Central

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to include connection for storm and sanitary utility lines to existing City main; Coordinate location of under drain below fire lane turn around with landscape plans. Under drains for fire lane turn around to be shown on landscape plans only; Add installation of trench drains as part of this scope of work.

- Change 6:** Sheet C4.1, Delete fire lane turn around detail and concrete edging detail to coordinate with landscape plans. Details to be shown on landscape plans only.
- Change 7:** Sheet C4.1 Add Detail 11 - "No Parking Fire Lane" sign detail.
- Change 8:** Sheet C4.1/ Detail 3 note to indicate additional locations for expansion joints.
- Change 9:** C5.3, Add Detail 20 - trench drain detail.
- Change 10:** Sheet L1.1/ Drawing 1, Added sod label. Site pavement has changed. Proposed lighting layout has changed.
- Change 11:** Sheet L3.1/ Drawing 1, Added labels for trench drain; Added label for catch basin in trash enclosure area; Coordinated under drainage pipe location to line up with civil catch basins. Site pavement has changed.
- Change 12:** Sheet L3.2/ Drawing 1, Added label for trash enclosure area for drain location and hose bib clarification; Coordinated Quick Coupler location; Added note #4 in NOTES. Site pavement has changed.
- Change 13:** Sheet L4.1/ Added labels for poured rubber surface provided by CPS; Revised concrete band area around rubber play surface playlot area; Revised section label for permeable pavers; Added legend to plans. Site pavement has changed. Proposed lighting layout has changed. Labeled flag pole.
- Change 14:** Sheet L4.2/ Drawing 2, Revised rebar in detail graphically; Revised width of concrete curb from 6" to 12".
- Change 15:** Sheet L4.2/ Drawing 3, Revised rebar in detail graphically.
- Change 16:** Sheet L5.1/ Drawing 1, Revised site pavement has changed. Proposed lighting layout has changed. Planter size has shifted adding more plants to the planting area.
- Change 17:** Sheet L5.4/ Drawing 1, Revised site pavement has changed. Proposed lighting layout has changed. Planter size has shifted adding more plants to the planting area.
- Change 18:** Sheet L5.5/ Drawing 3, Revised perforated PVC pipe from 4" to 6" only for the rain garden area.
- Change 19:** Sheet L6.1/ Drawing 1, Added notes labeling all the roof penetrations and locations of equipment.
- Change 20:** Sheet L6.2/ Drawing 1, Added notes labeling all the roof penetrations and locations of equipment.
- Change 21:** Sheet L7.2/ Plant List, Revised plant count increased due to size change in curbed planters.
- Change 22:** AS1.1 - Elevation 4: updated foundation height, removed foundation detail, added gate post receptacle tag, added metal coping note, added anchors between gate post and CMU. Elevation 5: added weep holes, flashing, clarified locations of brick and CMU. Plan 7: Changed masonry enclosure detail at gate posts, added drain to concrete floor condition, clarified target of elevation tag.
- Change 23:** Sheet AS0.2 -Revised concrete pavement pattern to 4' x 6' module resulting in minor shifting and resizing of some planters, lights, trash receptacles. Many single pole pedestrian lights, S3, have been updated to show new lighting distributions - see cut sheets and spec for this distribution changes. Added two pedestrian poles. Changed two single-fixture parking lot lights to double-fixture lights. Added additional concrete boundary to play lot area in between play lawn, playlot, and permeable paver space. Added fire department connection near Pump Room 1063. Changed masonry transformer enclosure detail at gate. Removed one tree from planter to west of building.

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- Change 24:** Sheets A0.3 & A1.3a - Relocated column line A.8 north by 6"; added column lines 13.1, 13.2, 13.3, 13.7, 13.8, 13.9 (the columns themselves were already there, just not identified).
- Change 25:** Sheet A1.1a - Relocated lobby entrance doors to avoid conflict with Stair 1 egress doors.
- Change 26:** Sheet A1.1a - Updated wall construction at Vault to provide 2-hour separation per CPS standard.
- Change 27:** Sheet A1.1a - Added plumbing chase walls behind pantry wet-wall and wall to serve mop basin in room 1016 and revised size of plumbing chase wall to serve lav's in Girls' Toilet 1045. Sheet A1.1a - Add gas service chase to Yard Storage 1062.
- Change 28:** Sheet A1.1a - Revise west wall at Stair 1 to wall type M8R; Add standard wardrobe units Principal's Office 1005 and Assistant Principal's Office 1006; Add note indicating viewing direction of one-way glass.; Delete one of two ADA push plates; Revise orientation of reception workstations in Reception 1003; Changed size of trophy case at Lobby 1002.
- Change 29:** Sheet A1.1a - Add removable mullion to doors D1055A and D1055C
- Change 30:** Sheet 1.1b - Changed size of display case at Vestibule 1019
- Change 31:** Sheet A1.2a - Revise location of HVAC supply and gypsum wall-board enclosures in Art Classroom 2026 and Science Lab 2025 to west wall. Revise partitions, finishes, and equipment accordingly.
- Change 32:** Sheet A1.2a - Add wall type GK3R to CR-2 2006 to enclose structural cross-bracing at column line 8. Added wall type "GK3R" to partition between Art Classroom and Science Lab. And Deleted "M4" tag from north wall of Art Classroom.
- Change 33:** Sheet A1.2a - Revise location of roof drain and overflow drain on roof of entry vestibule, Vest 1001; Add plumbing chase for sinks at Multipurpose Room 2004, 2005. Added plumbing chase walls to Staff Room and to janitor closet, 2029 and revised size of plumbing chase wall at Women's Toilet, 2024.
- Change 34:** Sheet A1.2a - Add HSS 14"x6"x1/4" to piers between windows at Gymnasium 1064.
- Change 35:** Sheet A1.2a - Revise wall construction at moveable panel partition niche at Multipurpose Rooms.
- Change 36:** Sheet A1.2a - Detailed Lobby 2001 guardrail resulting in slight relocation of guardrail and perforated opening in Floor 2 slab - guardrail was already there, but was not drawn structurally-accurate. Added section tag referencing A11.2, guardrail. . Resized pocket width and depth for partition enclosure between MP-1, 2004 and MP-2, 2005. Resized panel sizes.
- Change 37:** Sheet A1.2b - Revise jamb location for door D2015; Changed size of display case at Vestibule 1019
- Change 38:** Sheet A1.3a - Delete section tag for detail 2/A4.4 (Sheet A4.4 does not exist).
- Change 39:** Sheet A1.3a - Revise size of door 3031 to 42" wide.
- Change 40:** Sheet A1.3b - Add plumbing chase for sink at Library Work Room 3028 and for sink at Music Classroom 3010; Increased depth of sink and millwork niche on north, exterior wall of music classroom 3010.
- Change 41:** Sheet A1.3b - Add note identifying existing roof pavers at Chiller Well 3034.
- Change 42:** Sheet 1.4a - Added section tag and roof ties
- Change 43:** Sheet A1.4b - Added two clerestory plans to show Music Classroom 3010 clerestory windows and Library 3027 clerestory windows
- Change 44:** Sheet A2.1a - Added linear metal vents to underside of Aluminum composite panel at exterior vestibule. Exterior fixtures S7 were changed from ceramic metal halide to compact fluorescent. Added motorized and non motorized mecho shades to most windows. Added radiant ceiling panels to Toilet 1057, 1058
- Change 45:** Sheet A2.1b - Added non-motorized mecho shades to all classroom windows. Added radiant ceiling panels to Toilet 1036, 1037.

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- Change 46:** Sheet A2.2a- Added motorized and non-motorized mecho shades to most windows. Motorized shades are in gymnasium and cafeteria. Changed layout of RCP in Art Classroom 2025 and Science Lab 2026, in accordance with relocation of displacement ventilation systems. Removed one downlight fixture from Stair 1. Added wall-mounted sconces to Stair 1. Shifted ceiling grid in MP-1, 2004, and MP-2, 2005.
- Change 47:** Sheet A2.2b - Added mecho shades to most windows. Added wall-mounted sconces to Stair 2.
- Change 48:** Sheet A2.3a - In Stair 1, deleted all uplights, added recessed downlights and wallmounted sconces. Added motorized mecho shades to north-facing Library 3027 windows and non-motorized mecho shades to most other windows. Redefined boundaries of 29'-10" ceiling in Library 3027, to align with windows at north exterior wall. Added ceiling-recessed motorized projection screen to ceiling plan in Library 3027. Dimensioned lights in Library 3027 ceiling. Added ceiling plan 3 showing north-facing library window. In 29'10" library ceiling space, ceiling mounted sprinklers become sidewall-mounted sprinklers.
- Change 49:** Sheet A2.3b - Added motorized mecho shades to Music Classroom 3010 and nonmotorized mecho shades to most other windows. In Stair 2, Deleted uplights, added two recessed downlights and wall-mounted sconces. Added radiant ceiling panel to Jan 3016.
- Change 50:** Sheet A3.1 – Elevation 1- Revised size of window near column line 1. Elevation 4 –Revised size of window near column line 11.
- Change 51:** Sheet A3.3 – Elevation 2 – Revised size of window near column line 1. Relocated section identifier 2/A4.1
- Change 52:** Sheet A3.4 - Elevation 2 – Revised size of window near column line 11.
- Change 53:** Sheet A3.6 - Elevation 2 – Reversed direction of section identifier 1/A5.5.
- Change 54:** Sheet A3.8 - Elevation 2 – Revised size of window near column line 11. Corrected keynotes at window at elevation 118'
- Change 55:** Sheet A3.9- Elevation 2 – Revised arrow location for void space note.
- Change 56:** Sheet A4.1: Detail 1- Revised prefab curbs at chiller equipment, beam support layout, lattice wall beyond; Coordinated mechanical, lighting, proscenium opening configuration, and wall padding layout at the west wall of the gym.
- Change 57:** Sheet A4.2: Detail 1 – Added guardrail configuration at lobby. Revised wall section tag outline at library.
- Change 58:** Sheet A4.3: Detail 1 – Added acoustical panels at library. Revised ceiling heights
- Change 59:** Sheet A4.3: Detail 2 - Added guardrail at lobby. Revised ceiling profile at lobby of first, second, and third floor. Revised interior brick wall return next to curtainwall. Coordinated foundation wall at cl line B.
- Change 60:** Sheet A5.4: Detail 1 – added new detail tag for side wall roof drain.
- Change 61:** Sheet A5.4: Details 1 and 3 – Coordinated door hardware at vestibule.
- Change 62:** Sheet A5.4: Detail 2: Coordinated foundation wall at entrance door location. Added masonry opening for vestibule electrical circuit routing. Added new detail tag.
- Change 63:** Sheet A5.4: detail 3: corrected handrail section and elevation at the front lobby. Coordinated door sidelite at the first floor. Coordinated door hardware at vestibule.
- Change 64:** Sheet A5.6: Detail 1: Removed ACT at all three floor ceilings.
- Change 65:** Sheet A5.6: Detail 3: Coordinated window at building engineer's room. Revised detail tag number at coping.
- Change 66:** Sheet A6.4: Detail 2A – Added vestibule entrance door head detail.
- Change 67:** Sheet A6.4: Detail 3A – Added new detail for cafeteria window head.
- Change 68:** Sheet A6.4: Detail 4A – Added new detail for Vestibule ACM canopy metal vent.
- Change 69:** Sheet A6.4: Detail 5 – Revised title name to the detail.
- Change 70:** Sheet A6.4: Detail 5A – Added new detail for side wall roof drain.

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- Change 71:** Sheet A6.4: Detail 7 – Added notes for description of curtain wall sill/roof condition. Added batt insulation at steel beam located at cl line B. Corrected counter flashing at brick wall. Added steel heights elevations.
- Change 72:** Sheet A6.4: Detail 8 – Removed steel angle at beam location. Revised curtain wall steel attachments. Added note for mullion / floor alignment.
- Change 73:** Sheet A6.4: Detail 9 – Coordinated column bubble tag and dimension from center line of column to center line curtain wall steel attachment. Revised curtain wall steel attachment. Removed steel plate next to beam in line B. Revised steel notes. Added steel height elevation. Revised gypsum note.
- Change 74:** Sheet A6.6: Detail 3 – Added note for limestone sill
- Change 75:** Sheet A6.6: Detail 4 – Removed downspout. Coordinated with plumbing. Added dimensions.
- Change 76:** Sheet A6.6: Detail 9 – Added dimensions.
- Change 77:** Sheet A6.6: Detail 10 – revised note for brick coursing corner description.
- Change 78:** Sheet A6.8: Detail 1 – Revised detail title. Replaced metal sill to limestone sill.
- Change 79:** Sheet A6.8: Detail 2 and 3: Revised CMU hatch.
- Change 80:** Sheet A6.8: Detail 4: Remove fireproofing from steel column G/13.5
- Change 81:** Sheet A6.8: Detail 5: Removed flexible masonry ties. Corrected pencil rod / masonry rod amounts and locations. Added steel plate adjacent to steel column. Added dimensions. Coordinated control joint at column line G. Revised detail title. Coordinated w/ floor plans
- Change 82:** Sheet A6.8: Detail 6 – Added new detail for classroom window jamb without slope.
- Change 83:** Sheet A6.8: Detail 7 – Added new detail for gym exterior wall window jamb with tube column condition.
- Change 84:** Sheets A7.1 & A7.2 – Removed up lights at top of stairwells 1 and 2. Added wallmounted lights and recessed down light in each stairwell. Added recessed down light notes.; Added guardrails at windows; Corrected painted steel mesh notes.
- Change 85:** Sheet A8.1 – Relocated and re-dimensioned low voltage in typical classroom 3005, Elevation 3 and Plan 1.
- Change 86:** Sheet A8.3 - Increased depth of sink and millwork niche on north, exterior wall of music classroom 3010.
- Change 87:** Sheet A8.4 – Added elevation 9 to show teaching wall in Science Lab 2025, includes: Revised marker board mounting height; chemical-resistant plan counters in classroom millwork, location of goggle sanitizer and fire extinguisher cabinets. Elevation 1: Added note re: lockable Science Storage cabinets. Added note re: chemical-resistant plan. Elevations 2, 5, 6, and 9 updated to show displacement ventilation relocation. Add wall section detail 4 to sheet, showing sill condition in Art Classroom 2026 and Science Lab 2025. Update Elevations 5, 6 to show new sill condition and gyp bd exterior walls. Enlarged Plan 10 - Changed elevation tag to 3 OPP SIM.
- Change 88:** Sheet A8.6 - Enlarged Plan 6 to show electrical power and voice/data information. Added clarification that 86" wall bookcases are to be CPS furniture NIC, not millwork. Elevation 2 - Adjusted heights of computer counters as per CPS Standards. Shifted East Lib Wrk Rm 3028 wall.
- Change 89:** Sheet A8.8 – Plan 10 - Changed elevation reference tag in Jan 1016. Work Room 1012 copier moved to west wall, low-voltages changes to accompany shift. Added dimensions to base cabinets at Elevations 1 and 2. Added dimensions to reception desk, Elevation 7. Updated low voltage power in Waiting Area 1004.
- Change 90:** Sheet A8.9 – Elevations 2 and 7 – revised display case elevation; Elevation 1 – relocated exterior door in Lobby 1002; changed CMU to brick near door;
- Change 91:** Sheet A8.10 - Relocation and new detailing for guardrail posts in elevation 4. Elevation 1 and 4 - Revised display case. Updated material above water fountain in Elevation 1 Lobby 3001. Updated elevation 1 to show same extents as plan. Updated extents of Plan 5. Added wall between eastern Lobby 3001 doors.

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- Change 92:** Sheet A8.12 – Add location of ganged winches for retractable basketball rims.  
**Change 93:** Sheet A8.13 – Add interior athletic guards at gym windows; Add motorized window shades to all windows; Add stall bar (total of 2 stall bars required as per CPS).
- Change 94:** Sheet A9.1 – Revise base condition at ground faced CMU and structural glazed tile locations.
- Change 95:** Sheet A9.6 – Add detail 7 (column framing detail at fire rated walls) and detail 8 (section at proscenium header).
- Change 96:** Sheet A9.6 – Add detail 8 (gypsum wall board detail at typical classroom window jamb.)
- Change 97:** Sheet A9.7 – Revise locker size to indicate 9" wide student lockers.
- Change 98:** Sheet 10.1- Several door frame changes to schedule; Glass Types supplied
- Change 99:** Sheet A10.4 – Elevation 7 window resized
- Change 100:** Sheet A11.1 – Detail 1a – Height of typical teacher's wardrobe cabinet revised. Added note about atypical wardrobe cabinet height in Art Classroom 2025 and Science Lab 2026, Computer Lab 3030 Height of base cabinet revised in Sections 7 & 8. Removed integral eye wash to Science Lab 2026 Teacher's Station, added integral eye wash to new drawings 13A, 13B referencing north Science Lab wall location.
- Change 101:** Sheet A11.2 – Detail 4 - Structural detailing of guardrail revised; Updated Library built-in seating section to include abuse-resistant gyp bd., stained maple nosing, window.
- Change 102:** Sheet A11.3 – Deleted duplicate Section 6: detail kitchen locker, as this correctly appears on sheet A11.4. Section 4 – Changed typical display case detail to CPS standard. Revised location of vertical members in Plan 1, reception counter.
- Change 103:** Sheet A12.0 – Add carpet type, "CPT-3, 'Yellow'" to finish schedule, Add silicone sealant and perimeter caulk to exterior door sills.
- Change 104:** Sheets A15.1 and A15.2 – Removed hand dryers from toilet rooms used by staff; removed paper towel and trash receptacles from toilet rooms used by students.
- Change 105:** Sheet M21.a: Revise gas pipe size and relocate regulators to outdoors.
- Change 106:** Sheet M2.2a: Revise gas pipe size.
- Change 107:** Sheet M2.3a: Revise gas pipe size and move regulators to outdoors. Add CO2 detector to mechanical room.
- Change 108:** Sheet M5.9: Revise gas piping riser diagram.
- Change 109:** Sheet FP1.1a: Add supervised shut-off valve to private fire hydrant main line.
- Change 110:** Sheet FP2.1a: Add supervised shut-off valve to private fire hydrant main line.
- Change 111:** Sheet FP1.2a: Add sprinkler head to electrical closet.
- Change 112:** Sheet FP1.3a: Add sprinkler head to electrical closet; Revise sprinkler head type in Library high bay to sidewall.
- Change 113:** Sheet FP2.1: Add supervised shut-off valve to private fire hydrant main line.
- Change 114:** Sheet E4.1: Revised single line diagram.
- Change 115:** Sheet E4.2: Revised door holder detail.
- Change 116:** Sheet E4.3: Add motion Detector (room 1014) in schematic diagram.
- Change 117:** Sheet E4.4: Add voice and data drop in Room 1004.
- Change 118:** Sheet E4.5: Revise device schedules
- Change 119:** Sheet E5.1: Revise lighting schedules.
- Change 120:** Sheet E5.2: Revise motor schedule
- Change 121:** Sheet E5.3: Revise panel schedules.
- Change 122:** Sheet E5.4: revised panel schedules.
- Change 123:** Sheet E5.5: Revised panel schedules.
- Change 124:** Sheet E6.2: Revised keyed note #9 to be #1 for detail 4/E6.2-Rear Elevation.
- Change 125:** Sheet E1.1a: Revised lighting in Stairway #2
- Change 126:** Sheet E1.1a: Changed exit sign type in Dining Room 1049
- Change 127:** Sheet E1.1b: Revised lighting in Stairway #2
- Change 128:** Sheet E1.2a: Revised lighting in Stairway #1

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- Change 129:** Sheet E1.2b: Revised lighting in Stairway #2  
**Change 130:** Sheet E1.3a: Revised lighting in Stairway #1  
**Change 131:** Sheet E1.3b: Revised lighting in Stairway #2  
**Change 132:** Sheet ES1.1: Exterior building site lighting revised.  
**Change 133:** Sheet ES1.2: Added detail  
**Change 134:** Sheet E2.1a: Revise locations of power and data.  
**Change 135:** Sheet E2.2a: Revise locations of power and data.  
**Change 136:** Sheet E3.1a: Revised Fire Alarm plan  
**Change 137:** Sheet E3.2a : Revised Fire Alarm plan  
**Change 138:** Sheet E7.1: Revised floor plan.  
**Change 139:** Sheet S1.1a: Added slab depressions between columns A.5 and B, and between columns 8.5 and 8.  
**Change 140:** Sheet S1.1a: Corrected foundation wall below entry door at east end of line H.  
**Change 141:** Sheet S1.1a: Coordinated detail at exterior door along line 13.5, at 14/D.5, and 8.5/G.  
**Change 142:** Sheet S1.2a: Added top of steel elevation along 13.5, D.5 to G.  
**Change 143:** Sheet S1.2a: Revised 4 beam sizes near column 10/D.  
**Change 144:** Sheet S1.3a: Partial Plan at Line 13.5: Corrected note for 3/8" plate (Col. E.7/13.5). Added top of steel elevation.  
**Change 145:** Sheet S1.3a: Added dimensions between beams from 14 to 13 and A.8 to C.5.  
**Change 146:** Sheet S1.4a: Added W8 beam near column 10/C.  
**Change 147:** Sheet S3.3/Detail 3: Corrected slab joint and depression information, added dowels between wall and slab.  
**Change 148:** Sheet S4.3: Added Detail 14 Detail 1 and 2 - Coordinated lighting, mechanical, and acoustical panel layout at the gymnasium. Revised brick edge at stage foundation wall, coordinated with structural.  
**Change 149:** Sheet S5.1: Added note #27 and Detail 13  
**Change 150:** Sheet S5.3/Details 8 and 9: Revised weld between continuous plates. Added elevation of steel plate supporting brick. Added length of plate supporting brick.  
**Change 151:** Sheet S5.3/Details 10 and 11: Added elevation of steel plate supporting brick.

### **NOTICE OF CHANGES IN BOOK 3 – TECHNICAL SPECIFICATIONS**

- Change 152:** Section 01330 - Submittal Process  
Article 2.2: Add following paragraph B. Submit LEED as specified in Section 01352 LEED Requirements.
- Change 153:** Section 02513, Revised Article reference in Paragraph 3.2.D
- Change 154:** Section 2700, Added specification for trench drain.
- Change 155:** Section 04200 – Unit Masonry Article 2.1, Paragraph A.1: Revised brick sizes  
Article 2.1, Paragraph A.3: Add "Provide solid brick where indicated on drawings."  
Article 2.1, Paragraph B.4; Add a. Products  
Article 2.1, Paragraph B; Add subparagraph 9. Exterior Units Exposed to Elements  
Article 2.1: Delete Paragraph L in its entirety.  
Article 2.1, Add Paragraph N. Integral Water Repellent  
Article 2.2, Add Paragraph E. Water-Repellent Admixture:  
Article 3.2, Paragraph A: Added paragraph requiring blending of brick lots at job site  
Article 3.3. Paragraph D: At Sub-Paragraph 1; Deleted "copings and " in the first line.
- Change 156:** Section 05500 – Metal Fabrications  
Article 1.3, Paragraph C: Add subparagraph 6. Sunshades  
Article 2.1, Add following Paragraphs N Concrete Fill, O. Slip-Resistive Aluminum Granule Finish and P Wire Mesh Protection Screen  
Article 3.2, Paragraph H.: Add subparagraph 4 Fill pans at treads and landing with concrete

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- Change 157:** Section 06101 – Carpentry  
Article 2.1: Add following Paragraph H. Exterior Wood Seating
- Change 158:** Section 07415 – Composition Metal Panel System  
Article 1.4, Paragraph A: in section line after word of, revise "20 psf inward and 20 psf outward" to "25 psf inward and 25 psf outward".  
Article 2.1.A; Delete subparagraphs 1 thru 4 and insert new subparagraph 1 thru 3  
Article 2.2; Add paragraph D Self-Adhering, High-Temperature Sheet  
Article 3.1, Paragraph E.1: Add following at end of sentence "for light shelf, wall and soffit panels"  
Article 3.1, Paragraph E: Add subparagraph 2.  
Article 3.1: Add Paragraph F. Self-Adhering Sheet Underlayment Installation
- Change 159:** Section 07700 – Roof Accessories  
Article 1.1 Paragraph A: Delete subparagraph 1.  
Article 1.2: Delete entire article.  
Article 2.2: Delete entire article.  
Add Article 2.5 SAFETY TIE
- Change 160:** Section 09510 – Acoustical Ceilings  
Delete Article 1.1.B in it's entirety
- Change 161:** Section 09910 – Finish Painting  
Article 2.3, Paragraph B.2: Revise subparagraphs as follows:  
a.1 Revise (min 8.0 mils DFT) to (min 16 mils DFT).  
b.1 Revise (min 12 mils DFT) to (min 24 mils DFT).  
c.1 Revise (min 7.3 mils DFT) to (min 15 mils DFT).  
Article 2.3: Add C. Galvanized Metal with Epoxy Paint and D. Wood Seats  
Add Article: 3.7 EXTERIOR PAINT SCHEDULE
- Change 162:** Sections 03542, 04200, 05500, 05581, 06110, 07415, 07620, 07700, 08411, 08520, 08910, 09510, 09700, 09841, and 09910. Added following paragraph to Article 1.1 SUMMARY. : The materials in this Section are part of the overall USGBC "Leadership in Energy and Environmental Design" LEED prerequisites and credits needed for Project to obtain LEED Silver certification based on LEED for Schools 2007 requirements. See Section 01352 LEED Requirements and this section for more information.
- Change 163:** Sections 03542, 05500, 05581, 06110, 07415, 07620, 07700, 08411, 09841, 0522  
Added following paragraph to SUMMITAL Article:  
LEED Submittals: Provide satisfactorily documented submittals, to permit application and certification to achieve LEED Rating System specified in Division 1. Submit in accordance with Section 01330 - Submittal Procedures and Section 01352 LEED Requirements
- Change 164:** Section 05311 Steel Roof Deck  
Part 2.2.C Revised NRC Rating to 0.90. Added 4. : Products: Epicore, ACS Acustadek or approved equivalent.
- Change 165:** Section 06101 – Carpentry Added Goggle sanitizer.
- Change 166:** Section 10522 – Fire Extinguisher Cabinets and Accessories.  
Article 2.1; Added Fire blanket cabinet and fire blanket.
- Change 167:** Section 09841 – Acoustical Wall Panels.  
Article 3.5, Paragraph A.4: after NRC added "per ASTM C-423".
- Change 168:** Section 01001 – LEED Consultant; Added
- Change 169:** Section 01100 – Commissioning Requirements: Added.
- Change 170:** Section 01352 – LEED Requirements  
Article 1.3, Paragraph D: Add subparagraph 8. Credit EQ 4.4 – 4.6 Low-Emitting Materials.
- Change 171:** Section 01770 – Closeout Procedures  
Article 1.2, Paragraph A: Add subparagraph 10 Submission of all LEED items.
- Change 172:** Section 06110 – Gypsum Sheathing

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Added LEED requirement to Article 1.2

**Change 173:** Specification section 16555 Stage Lighting, should be deleted in it's entirety from the project specifications. The contractor shall follow section 16580 Gym Stage Lighting System.

**Change 174:** Specification Section 16010: Basic Electrical Requirements Article 1.7; Paragraph B; Added text and section 11

**Change 175:** Specification Section 16050: Basic Electrical Materials and Methods Article 3.1, Paragraph A: Changed "unit" to "until" and added "to comply with OSHA"

Article 3.11, Paragraph A: Changed dimensions

**Change 176:** Specification Section 16055: Overcurrent protective device coordination and Arc Flash Study. Article 3.5, Added Paragraph F

**Change 177:** Specification Section 16060: Grounding and Bonding.

Article 1.2, Paragraph C. Added section 645.15

**Change 178:** Specification Section 16130: Raceways and Boxes

Article 3.1, Paragraph B.2; Changed room type

**Change 179:** Specification Section 16145: Lighting Control Devices.

Article 2.8, Paragraph B.6; Removed "flush into wall"

Article 2.8, Paragraph C.2; Removed text

Article 2.8, Paragraph C.3; Removed text

Article 2.8, Paragraph D.2; Removed French, Canadian, and Spanish

**Change 180:** Specification Section 16289: Transient Voltage Suppression

Article 2.3, Paragraph F1; Removed [208Y/120] and [400V for 208Y /120]

Article 2.4, Paragraph B1; Removed [208Y/120] and [400 V for 208Y/120]

Article 2.4, Paragraph B2; Changed 240 to 208

**Change 181:** Specification Section 16441: Switchboards

Article 2.4, Added Paragraph A: Instrument Transformers

**Change 182:** Specification Section 16571: Central Dimming Controls

Article 2.1, Paragraph A; Removed text, added "Provide all components as required to meet Chicago Code Requirements"

**Change 183:** Specification Section 16621: Natural Gas Generator

Article 2.3, Paragraph K.3; Added "Provide higher level of sound attenuation muffler/silencer if required to meet Chicago Code"

Article 2.4, Paragraph F. ; Added Section 22

Article 2.4, Paragraph L. ; Added Section 1

Article 3.2, Added paragraph C, and removed [restrained spring isolators]

Article 3.2, Renumbered paragraphs C-I (to D-J)

**Change 184:** Specification Section 17231:

Article 2.3, Paragraph E; Added text to section F

**Change 185:** Specification Section 17250: Issued.

**Change 186:** Book 3C which containing the Geotechnical Report and Environmental Reports has been added.

### QUESTIONS AND ANSWERS

**Question 1:** We are bidding the sunshade on the Elementary school and need clarification on the sunshade noted on the south exterior elevation. The detail drawing shown on page A6.7 of the shade conflict with the shade notes shown on that very page. The note the blade as 5"high, however the section view shows the shade height as 1'-0" foot. There also seems to be a detail issue with 3/A6.7 - this detail references the interior light shelf, however it appears to be the exterior shade configuration. And if it is in fact the exterior shade, it only shows a 2'-6" depth, where as the sunshade section view detailed on 6.2 / 1 shows the shade at 5'-0" deep. What are the correct components and what is the correct depth and details for the exterior shade.

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- Answer 1:** Please refer to Change 27 of Addendum #1, sunshade dimensions have been clarified on sheet A6.7, the sunshade is 6" at the perimeter channel, the interior blades are 5" as was shown on the drawings. Detail 3/A6.7 is an interior light shelf as indicated.
- Question 2:** Please clarify which type of infill panel is required for the stair railings.
- Answer 2:** Painted wire mesh
- Question 3:** Plans & spec's do not identify the refrigeration equipment location. Should I assume top mount, pre-charged systems? Please clarify.
- Answer 3:** Units are self contained by specification and model number.
- Question 4:** Ted Shikallis with Larson Equipment informed me that the amount of lockers shown on the drawings is incorrect. When Ted scaled out the area where the lockers are to be placed he came up with approximately 21' - 0". With the size of the lockers given in the specifications only 21 lockers can be placed at the specified location, not the 30 lockers which is shown on the drawings. These locations can be seen on Sheets A1.2a, A1.2b, A1.3a, and A1.3b. Please clarify.
- Answer 4:** Please refer to Change 97 of this Addendum. The lockers in the corridors are 9" wide, the lockers in the kitchen are 12" wide. This has been corrected on sheet A9.7.
- Question 5:** No environmental assessment report or soil analytical data is included in the project documents. It was stated at both Pre-Bid meetings that the site is clean. Please confirm that the soil on site is clean.
- Answer 5:** Please refer to change 186 of this Addendum. The phase 1 & phase 2 Environmental reports received from the consultant "Carnow, Conibear & Assoc., Ltd." Have been added to the Contract Documents in Book 3C Drawings CO.6 & CO.7 contain Soil Boring Logs.
- Question 6:** We are a certified MBE site utility and excavating contractor and we are interested in bidding the site improvement work on this project. The "Civil Sets" are marked NIC. Is the site improvement work being let through a different contract and time?
- Answer 6:** The civil work is in two separate scopes. Sheets with a suffix of SP (C0.2 SP, etc.) are part of the Site Preparation scope which has already been let – these sheets are included for reference only. Sheets with out the SP suffix (C0.2, etc.) define the scope of civil work that is in the general contract.
- Question 7:** Various details on the drawings show sun-shades at the type A1 and A3 windows at the south building elevation, however there are no mention of these sun-shades in the specifications. Please provide a specification section for these shades.
- Answer 7:** Please refer to change 156 of this Addendum. Sunshades were added to spec section 05500 Metal Fabrications.
- Question 8:** Specification section 11132 Projection Screens calls to include front projection screens as indicated. On sheet A1.2a the drawings call for a 8' projection screen, but on sheet A8.4 it shows the 8' projection screen but also states that the screen is N.I.C. Please clarify whether to provide for the projection screens or if they are not in contract. Thank you.
- Answer 8:** The projection screens located at the Stage – Platform 1067 and the Library 3027 are within contract. All other projection screens are not in contract. All J-boxes and other provisions indicated on the drawings for projection screens are within contract even if the projection screen itself is not in the contract.
- Question 9:** I would like to know if there are any alternates pertaining to specification section 09510. If so what exactly are they. Also, if we are to provide wood ceilings please provide specifications on them.
- Answer 9:** There are no alternates or wood ceilings.
- Question 10:** The reflected ceiling plans have a list of keynotes for the types of ceilings but none of the keynotes are tagged to any of the rooms, please provide reflected ceiling plans with the keynotes tagged to each room showing what ceiling types are in each room.

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- Answer 10:** Please refer to the graphic legend for ceiling types.
- Question 11:** Our Question is in regards to the Slab-on Grade insulation board. The Structural drawings seem to indicate a continuous horizontal rigid insulation board under the Concrete Floor slab. The Architectural drawings specifically notes the horizontal insulation board is only to extend 4'-0" from the inside face of the foundation wall. Which one is correct?
- Answer 11:** Please follow the Architectural drawings.
- Question 12:** It was stated at the technical pre-bid that the JOC contractor will be stripping and stockpiling topsoil on site. Please clarify how much topsoil will be stockpiled on site for our use. Will we be responsible for removing any excess topsoil, if any, that we do not use as part of our contract?
- Answer 12:** Please refer to Change 1 of this Addendum. There will be 3500 cubic yards of topsoil. The General Contractor will be responsible for conforming to the contract documents upon project completion.
- Question 13:** It was stated at the technical pre-bid that stringent haul-off requirements (to Subtitle D landfill) apply for the project. Assuming soil is clean; please confirm that all excess material will still be required to be taken to a licensed Subtitle D landfill.
- Answer 13:** Please conform to the requirements as stated in 02300 Earthwork.
- Question 14:** Detail 2 on drawing S3.1 indicates 6" granular fill beneath typical spread footings. Details on drawing S3.1 for continuous footings do not indicate any granular fill underneath. It was stated at the pre-bid that the general contractor is to account for going 2' below footing depth in order to reach suitable soil, and that anything greater than 2' will be reimbursed. Please confirm that the general contractor is to include a 2' undercut at all spread footings. Please also clarify if 2' undercut will be required at the continuous footings. Finally, please clarify that any undercut greater than 2' will be paid for as part of the site work allowance.
- Answer 14:** The General Contractor is required to include within the scope of work the first 2' of undercut beneath the footings as is required to reach suitable soil. Any undercut beyond 2' that is required will be reimbursed per the Site Work Allowance which is contained in Book 1 of the Contract Documents.
- Question 15:** Details 4 and 7 on sheet A6.3 call for galvanizing the structural steel framing for the library clerestory at columns A8 - C.5 & 13-14. The structural drawings do not indicate these framing members to be galvanized. Is this steel to be galvanized?
- Answer 15:** This steel does not need galvanized only the steel on 13.8 13.6, & 13.4 must be galvanized since it is exposed to the elements.

END OF ADDENDUM NO. 3

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**ADDENDUM NO. 4 TO CONTRACT NO. 1472**

Belmont Cragin Area Elementary School  
For  
New Construction

DATE: 30 April 2008

**NOTICE OF CHANGES IN CONTRACT DOCUMENTS**

The following changes are hereby made in the Contract Documents.

**QUESTIONS AND ANSWERS**

**Question 1:** Detail 2 on drawing S3.1 indicates 6" granular fill beneath typical spread footings. Details on drawing S3.1 for continuous footings do not indicate any granular fill underneath. It was stated at the pre-bid that the general contractor is to account for going 2' below footing depth in order to reach suitable soil, and that anything greater than 2' will be reimbursed. Please confirm that the general contractor is to include a 2' undercut at all spread footings. Please also clarify if 2' undercut will be required at the continuous footings. Finally, please clarify that any undercut greater than 2' will be paid for as part of the site work allowance.

**Answer 1:** The General Contractor is required to include excavation to subgrade elevations as shown in the plans and specifications. Any additional excavation that is required to reach suitable bearing soil will be reimbursed per the Site Work Allowance which is contained in Book 1 of the Contract Documents. The site preparation contractor will excavate to a minimum depth of 1.0' and until suitable subgrade is reached, and backfill to a CCD elevation of 39.50 with compacted select fill, as described on Sheet C2.1SP.

**END OF ADDENDUM NO. 4**