

Contractor: Leopardo Companies, Inc.
Contact Name: Mike Carlson
Address: 333 W. Wacker Dr., Suite 250
City/State/Zip: Chicago, IL 60606
Phone Number: 312.332.7570
Fax Number: 312.332.7571

TO BE EXECUTED IN DUPLICATE

BOOK 1:

PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS

CONTRACT NO. C1549

**2013 JOB ORDER CONTRACTING
FACILITIES RENOVATION AND SITE WORK DEVELOPMENT**

PUBLIC BUILDING COMMISSION OF CHICAGO



**Mayor Rahm Emanuel
Chairman**

**Erin Lavin Cabonargi
Executive Director**

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

Any Contract entered into as a result of this bid process is governed by: Book 1 "Project Information, Instructions To Bidders, and Execution Documents;" Book 2 "Standard Terms and Conditions for Construction Contracts", Book 3 "The Construction Task Catalog", Book 4 "Technical Specifications" and the Drawings.

ISSUED FOR BID ON JANUARY 11,2013

JANUARY 2013

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I. INTRODUCTION

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

This is the first page of text of Book 1, which along with Book 2, Book 3, and Book 4, comprise the PBC's 2013 Job Order Contracts for Facilities Renovation and Site Work Development. 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 3 is the Construction Task Catalog and Book 4 is the Technical Specifications for the work to be performed under this Contract. The PBC's representative, architect or engineer for the individual Job Orders will provide the Detailed Scope of Work and other documents that may be necessary for you to prepare a Price Proposal and/or perform the Work. Each of the Books, along with the Detailed Scope of Work and any other Job Order documents prepared by the PBC, its architect or engineer, are Contract Documents. Collectively, the Contract Documents comprise the Contract. The Contract Documents are defined in Section 1 of Book 2, Standard Terms and Conditions.

II. PROJECT INFORMATION

A. General Information

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:

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Bidders, defined as a person, firm, or entity submitting a Bid in response to an invitation for Bids, must be pre-qualified by the PBC to bid on this Project.

2. General Description of Scope of Work:
 - a. A Job Order Contract is an indefinite quantity Contract pursuant to which the Contractor will perform one or more individual Job Orders at different locations for the PBC.
 - b. The bid documents include a Construction Task Catalog® (CTC) containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material, and equipment prices and are for the direct cost of construction. The Bidder will bid three (3) sets of Adjustment Factors that are to be applied to the Unit Prices contained in the CTC.
 - c. Thereafter, as Job Orders are identified, the Contractor will jointly scope the Work with the PBC. The PBC will prepare a Detailed Scope of Work and issue a Request for Price Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal which includes but is not limited to a Job Order Price Proposal, work schedule, sketches and drawings, a list of subcontractors, Utilization Plan, and other requested documentation. The Job Order Price is determined by multiplying the preset Unit Prices by the appropriate quantities and by the appropriate Adjustment Factor. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. If the Job Order Proposal is found to be reasonable, a Job Order may be issued by the Commission. Extra work, credits, and deletions will be contained in additional Supplemental Job Orders.
 - d. This Contract is to be used primarily for Work that may include abatement and demolition associated with new land acquisition and site clearing as well as general construction Work on

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existing facilities. The Work may also, include but is not limited to, site preparation whereby remedial soil work may be performed to mitigate environmental impact or poor geotechnical stability of soil, removal of UST's, removal of foundations, demolition of multi-story buildings, installation of utilities, landscaping, irrigation, concrete and asphalt, site work improvements to campus parks, roof repair, bathroom renovations, interior remodels and exterior improvements, and other general facility work required to maintain facilities.

- e. The Work under this contract may contribute to the Commission's efforts to achieve LEED certification. The JOC Contractor is required to implement work and collect and provide the documentation required to support this effort.
- 3. **Contract Terms:**
 - a. The Base Term of the Contract is for a period of two (2) years. There is one (1) Option Term for an additional period of up to two (2) years.
 - b. There is no Minimum Contract Value. The Maximum Potential Value of the Base Term is \$6,000,000.00. The Maximum Potential Value of the Option Term is \$6,000,000.00.
 - c. All conditions of the Contract shall be in effect for any Job Order issued during the term of the Contract until the Job Order has been completed even if the completion date occurs after the termination date of the Contract.
- 4. **User Agency:** To be determined for each Job Order
- 5. **Project is located in Ward:** To be determined for each Job Order
- 6. For purposes of the community hiring requirement, "Project Community Residents" shall mean persons domiciled within the Job Order's Project Community Areas as may be defined in the Job Order.
- 7. **Requests for Information:** send to Public Building Commission of Chicago, Attn: Janice Meeks, Manager of Procurement by (email) janicemeeks@cityofchicago.org or (fax) 312-744-3572. **Request for Information are due by 5:00 PM on Tuesday, January 22, 2013.**
- 8. **Contract Documents Available at:** the Receptionist, Room 200 Public Building Commission of Chicago, 50 West Washington Street, Chicago, Illinois 60602.
- 9. **Pre-Bid Meeting Date, Time, and Location:** **Tuesday, January 15, 2013 at 10:00AM** in the 2nd Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602
- 10. **Bid Opening Date and Time:** **WEDNESDAY, JANUARY 30, 2013 at 11:00AM**
- 11. **Amount of Bid Deposit:** **\$25,000**
- 12. **Amount of Commission's Contract Contingency:** **N/A**
- 13. **Document Deposit:** One Bid CD per Pre-Qualified Bidder will be provided at no charge.
- 14. **Cost for Additional Documents (per Bid CD):** **\$50.00**
- 15. **MBE/WBE Contract Goals:** **24% MBE and 4% WBE**
- 16. **Source of Funding:** To be determined for each Job Order
- 17. **Performance and Payment Bond:** **\$3,000,000.00**

B. Time of Completion

For each Job Order issued, Substantial Completion must be achieved within the Job Order Completion Time as specified in the Job Order. Project Milestone Descriptions, Requirements and dates may be identified in the Job Order.

C. NOT USED

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D. Copies of Drawings and Specifications Furnished

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

E. Liquidated Damages

1. The Contractor agrees that the Work for each Job Order must be executed regularly and diligently to ensure completion within the time specified in Paragraph C above. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time specified, or any proper extension granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of:

FOR JOB ORDER BETWEEN:	PER CALENDAR DAY
\$0 - \$300,000	\$500.00
> \$300,000 - \$1,000,000	\$1,000.00
>\$1,000,000 - \$5,000,000	\$2,000.00
>\$5,000,000	\$3,000.00

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

2. The Commission may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request.
3. If Liquidated Damages do not apply to a Job Order, it will be so indicated on the Request for Price Proposal.

F. Prevailing Wage Rates

1. Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are attached to Book 1 as Exhibit 1. One resource for determining the current prevailing wage rate is the Internet site <http://www.state.il.us/agency/idol/rates/rates.HTM> maintained by the State of Illinois Department of Labor.
2. Any revision by the Illinois Department of Labor to the applicable prevailing hourly rates of wages and any increases or decreases in the material prices during the Contract period shall not result in a revision of the Unit Price to be paid by the Commission for Work performed under the Contract.

G. Contract Documents

1. The Contract Documents constituting component parts of this Contract are the following and are included on the Bid CD:
 - Book 1: Project Information, Instructions and Execution Documents
 - Book 2: Standard Terms and Conditions for Construction Contracts
 - Book 3: The Construction Task Catalog®
 - Book 4: JOC Technical Specifications and Standard Drawings

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H. Adjustment Factors

1. There are three (3) sets of Adjustment Factors for the Contract:
 - a. For Job Order equal to or less than \$300,000.00
 - b. For Job Order Greater than \$300,000.00 and equal to or less than \$1,000,000.00
 - c. For Job Order Greater than \$1,000,000.00
2. Each set of Adjustment Factors includes:
 - a. An Adjustment Factor for Work to be performed during Normal Working Hours: Monday through Friday 7:00 am to 4:00 pm except holidays.
 - b. An Adjustment Factor for Work to be Performed during Other Than Normal Working Hours: Monday through Friday 4:01 pm to 6:59 am and all day Saturday, Sunday and holidays.
3. The Contract also contains a Non Pre-priced (NPP) Adjustment Factor to be applied to Non Pre-priced Tasks.
4. The Adjustment Factors for Normal Working Hours and Other than Normal Working Hours will be updated annually based on the ENR Construction Cost Index for the City of Chicago. **The Non Pre-priced Adjustment Factor will remain fixed for the duration of the Contract and will not be updated at any time.**

I. Bid Pricing

1. In order to be considered responsive, each bidder must submit the Adjustment Factors listed in on Bid Form 1 as described above. Adjustment Factors must be specified to the 4th decimal place.
2. For bid evaluation purposes only, the following work distributions shall be used to determine the Combined Adjustment Factor:

JOB ORDER	DISTRIBUTION	NORMAL WORKING HOURS	OTHER THAN NORMAL WORKING HOURS
Less than or Equal to \$300,000	40%	70%	30%
> \$300,000 and Equal to or Less Than \$1,000,000	30%	70%	30%
> \$1,000,000	20%	70%	30%
Non Pre-priced	10%		

3. The CTC is priced at a net value of 1.0000. The bid shall be an increase to" (e.g., 1.1000 or decrease e.g., 0.9500) to the Unit Prices listed in the CTC. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.
4. **The Other Than Normal Working Hours Adjustment Factor must be greater than the Normal Hours Adjustment Factor. The Non Pre-priced Adjustment Factor must be greater than 1.0000.**
5. The bidder's Adjustment Factor shall include all of the bidder's direct and indirect costs including, but not limited to its costs for overhead, profit, bond premiums, insurance, mobilization, proposal development, and all contingencies in connection therewith. See pages 00-1 to 00-7 of Book 3 - the CTC for a complete explanation of what is included in the Unit Prices and what is not.

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6. The PBC encourages Contractors to bid as competitively as possible; however the Commission reminds the Bidders that there is no opportunity during the course of the Contract to make up for an unrealistic low bid. The Bidder must first of all evaluate the Direct Cost Unit Prices contained in the CTC® against the Bidder's Direct Costs. Secondly, the Bidder must demonstrate to the satisfaction of the Commission that the Bidder's Adjustment Factors have taken into account all the business and construction costs and other items specified in Book 3, the Construction Task Catalog®, pages 00-1 to 00-8.

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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); Construction Task Catalog® (Book 3); Technical Specifications (Book 4); plans; drawings; Addenda (if any); and bonds. The Bidder will be responsible for all errors in its bid resulting from failure or neglect to comply with these instructions.

B. Interpretations of Addenda

The Commission will not furnish oral interpretations of Contract Documents, before or subsequent to the award of a contract. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the PBC, Attn: Janice Meeks, Manager of Procurement, email: 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, e-mailed, or mailed to each Bidder obtaining Contract Documents, it shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto. The Bidder's failure to acknowledge in writing any issued addenda on the Contractor's Bid page, Section IV. A. (Proposal and Execution Documents- Contractor's Bid), shall result in the Commission finding the bid non-responsive and rejecting the bid. The Commission shall not allow any Bidder to acknowledge any such addenda, in writing or orally, after Bidder has submitted its bid to the Commission.

C. Inspection of Site

1. The Bidder shall carefully examine all the Contract Documents before submitting its bid. At the time of bidding, there is no specific project site identified. Therefore, a site-specific examination is not possible. To the extent possible, the Bidder shall familiarize itself with all the conditions affecting the Work and the Technical Specifications of the Contract Documents. If its bid is accepted, the Bidder will bear the cost for all errors in its bid resulting from its failure or neglect to comply with these Requirements for Bidding and Instructions for Bidders.

D. Pre-Qualification of Bidders

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

E. Evidence of Continuing Qualifications of Bidder

1. The Commission reserves the right to refuse to award a Contract to any person, firm, or corporation that is in arrears or is in default to the Commission upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform

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faithfully any previous contract with the Commission, or any of the User Agencies on whose behalf the PBC constructs public buildings.

2. The Bidder, if requested, must present within a reasonable time, as determined by the Commission, evidence satisfactory to the Commission of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.

F. Preparation of Bid

1. Two (2) copies of Project Information, Instructions, 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 documents specified on the Document Submittal Checklist.
8. The apparent low Bidder(s) are required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

G. Bid Deposit

1. The Bid must be accompanied by a "Bid Deposit" in the amount set forth in Part II.A. "General Project Information" to ensure:
 - a. Non-withdrawal of the bid after date and time of opening.
 - b. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.
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. 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

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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).

I. Affidavit of Non-Collusion

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

J. MBE and WBE Commitments (Not Required at time of Bid)

Each Bidder, which is a MBE/Non-MBE joint venture, shall submit with its Bid a Schedule B- Affidavit of Joint Venture (if applicable) as found in Book 2 Section 23.05a (2, 3, 4) describing the extent to which Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms will participate in the Contract.

Each Bidder awarded a Contract agrees to the terms of Article 23 MBE/WBE Special Conditions of Book 2. Contractor must submit with its Job Order Proposal Package, a completed Schedule D-Affidavit of General Contractor regarding M/WBE Participation and completed Schedule C(s)- Letter of Intent from M/WBE to Perform as a Subcontractor, Subconsultant, or Material Supplier, including current certification letter for each MBE and WBE firm.

K. Local Business Subcontracting Participation and Community Hiring

It is the policy of the PBC to provide local businesses with the opportunity to perform subcontracting work for general contractors on Commission projects and to provide opportunities for residents of the project communities to benefit from Commission contracts by gaining employment. The Commission requires the following for all Job Orders whose value is greater than \$1,000,000 and the Contractor agrees to use good faith efforts to comply with the following:

1. Local Subcontracting Requirement
 - a. General Contractors that are Local Businesses (as defined below) are required to award 25% of the Work under each Job Order with the Commission to subcontractors that are Local Businesses.
 - b. General contractors that are not Local Businesses are required to award 35% of the Work under each Job Order with the Commission to subcontractors that are Local Businesses.
 - c. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for Non-City-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple

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municipalities, such as the Metropolitan Water Reclamation District, "Local Business" shall be defined in the bid documents for that project. The source of funding for the project is identified in Section II.A.18 above.

2. **Community Hiring.** It is the PBC's policy to encourage employment of community area residents on Commission projects. Contractor shall make good faith efforts to employ residents of nearby communities through trade or non-trade workers. These positions may include but are not limited to trade workers, field engineer, superintendent, project manager, security, data entry clerks, schedulers, traffic monitoring personnel, and site administrative support staff. Specific community hiring requirements may be provided in a Request for Price Proposal and subsequent Job Order which may include a requirement to perform up to 7.5% of the aggregate Work hours with residents of the Project Community as defined in the Request for Price Proposal and the Job Order Contractor shall cooperate with Commission to maximize community hiring including, without limitation, holding application intake sessions at the Job Order project site and compiling an applicant database.

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. Disclosure of Retained Parties

The apparent 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.

N. 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.

O. 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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P. 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.

Q. 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 the apparent low bidder or any other bidder to attend a pre-award meeting to review their bids in detail.

R. Basis of Award

1. Award will be made to the lowest responsive, responsible bidder(s). The lowest bid will be determined by the Award Criteria Figure, Section Five, herein.
2. It is the current intention of the Commission to award three (3) Job Order Contract(s) under this solicitation. The Commission reserves the right to make additional awards under this solicitation for a period of 210 days after bid opening; if an unexpected increase in volume of work occurs which will exceed the capacity of the Contractor(s) to whom the Contract was awarded; or, if the Contractor(s) to whom the Contract was awarded fails to perform the Contract. 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.
3. If additional awards are made, the awards will be made in sequence beginning with the next lowest responsive, responsible Bidder.
4. The Commission reserves the right to award other Contracts for Work of the types, or similar to the types of Work described in the Contract Documents for the Work mentioned above.
5. **Assignment of Work:** If multiple awards are made, the assignment of the work is at the discretion of the Commission. However the Commission intends to assign work as equal as possible among the awarded Contracts taking into account the Contractor's bid and the performance of the Contractor in accordance with the Standards of Performance of Section V of the JOC General Conditions.

S. 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 Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified in the attached Exhibit 2, insuring all operations related to the Contract. The insurance must remain in effect from the date of the Notice to Proceed for each Job Order until Substantial Completion of the each Job Order, during completion of any Punch List work, as well as any time the Contractor or its Subcontractors return to perform additional work regarding warranties or for any other purpose, unless otherwise noted in the requirements.

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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 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.

T. 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.

U. 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.

V. Award of Contract; Rejection of Bids

1. The Job Order Contract(s) will be awarded to the responsible Bidder submitting the lowest Award Criteria Figure, and otherwise responsive to all the requirements of the Contract Documents.
2. 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.

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3. 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.
4. Upon award of Contract, the Commission will process the Contract for final execution.
5. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.

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IV. PROPOSAL AND EXECUTION DOCUMENTS

A. BID FORM 1 (Page 1 of 3)

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. _____, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), c), The Construction Task Catalog® (Book 3) d), Technical Specifications (Book 4) , e), Plans and Drawings, and f). Addenda Nos. (None unless indicated here)

Further, the Contractor, having reviewed the Contract Documents and become familiar with the procedure for ordering 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 all Work designated as required by and in strict accordance with the Contract Documents for the Adjustment Factors listed on Bid Form 1.

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 Job Order's Notice to Proceed issued by the Commission and that it will complete the Work within the Job Order Completion Time.

The Job Order Price shall be full compensation to the Contractor for having well and faithfully completed the Job Order's Detailed Scope of Work, free and clear of all claims, liens, and charges whatsoever, of any kind or nature, and in full compliance with the Contract. The Job Order Price is determined by multiplying the preset unit prices by the appropriate quantities and by the appropriate Adjustment Factor. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each project. Extra work, credits, and deletions will be contained in additional Job Orders.

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 Job Order 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.

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BID FORM 1 (Page 2 of 3)

The Contractor shall perform all Work required, necessary, proper for or incidental to completing the Work called for in each individual Job Order issued under this Job Order Contract using the Book 3 - the Construction Task Catalog® (CTC) and Technical Specifications incorporated herein with the following Adjustment Factors:

FOR JOB ORDERS LESS THAN OR EQUAL TO \$300,000.00

1. **Normal Working Hours Adjustment Factor:** Contractor shall perform any or all functions called for in the Contract Documents during Normal Working Hours in the quantities specified in individual Job Orders against this Contract for the Unit Price specified in Book 3 - the Construction Task Catalog® (CTC®) multiplied by the Adjustment Factor of:

(Specify to four (4) decimal places)

2. **Other Than Normal Working Hours Adjustment Factor:** Contractor shall perform any or all functions called for in the Contract Documents during Other than Normal Working Hours in the quantities specified in individual Job Orders against this Contract for the Unit Price specified in Book 3 - the Construction Task Catalog® (CTC®) multiplied by the Adjustment Factor of:

(Specify to four (4) decimal places)

FOR JOB ORDERS GREATER THAN \$300,000.00 AND EQUAL OR LESS THAN \$1,000,000.00:

3. **Normal Working Hours Adjustment Factor:** Contractor shall perform any or all functions called for in the Contract Documents during Normal Working Hours in the quantities specified in individual Job Orders against this Contract for the Unit Price specified in Book 3 - the Construction Task Catalog® (CTC®) multiplied by the Adjustment Factor of:

(Specify to four (4) decimal places)

4. **Other Than Normal Working Hours Adjustment Factor:** Contractor shall perform any or all functions called for in the Contract Documents during Other than Normal Working Hours in the quantities specified in individual Job Orders against this Contract for the Unit Price specified in Book 3 - the Construction Task Catalog® (CTC®) multiplied by the Adjustment Factor of:

(Specify to four (4) decimal places)

FOR JOB ORDERS GREATER THAN \$1,000,000.00

5. **Normal Working Hours Adjustment Factor:** Contractor shall perform any or all functions called for in the Contract Documents during Normal Working Hours in the quantities specified in individual Job Orders against this Contract for the Unit Price specified in Book 3 - the Construction Task Catalog® (CTC®) multiplied by the Adjustment Factor of:

(Specify to four (4) decimal places)

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BID FORM 1 (Page 3 of 3)

6. Other Than Normal Working Hours Adjustment Factor: Contractor shall perform any or all functions called for in the Contract Documents during Other than Normal Working Hours in the quantities specified in individual Job Orders against this Contract for the Unit Price specified in Book 3 - the Construction Task Catalog® (CTC®) multiplied by the Adjustment Factor of:

(Specify to four (4) decimal places)

7. Non Pre-priced Adjustment Factor: Contractor shall multiply this factor times the cost of the Non Pre-priced Task as determined in Article 26 of Book 2, JOC General Conditions, Section II.

(Specify to four (4) decimal places)

8. Award Criteria Figure: Contractor shall include, in the space provided below, the Award Criteria Figure calculated below,

Award Criteria Figure = _____

(Words)

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.C1549

2013 JOB ORDER CONTRACTING

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

[Handwritten Signature]
Secretary

[Handwritten Signature: Ral Emanuel]

Chairman

CONTRACTING PARTY

Leopardo Companies, Inc.
Contractor Name

5200 Prairie Stone Pkwy., Hoffman Estates, IL 60192
Address

If a Corporation:

Name: James A. Leopardo

Title: Chief Executive Officer

Signature: *[Handwritten Signature]*

ATTEST:
By *[Handwritten Signature]*

Chief Financial Officer
Title

If a Partnership:

Partner (Signature)

Address

Partner (Signature)

Address

Partner (Signature)

Address

If a Sole Proprietorship:

Signature

NOTARY PUBLIC

County of Cook

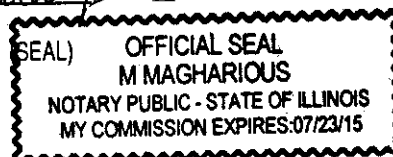
State of Illinois

Subscribed and sworn to before me on this 30th day of January, 2013.

[Handwritten Signature: M Magharious]

Notary Public Signature

Commission Expires: 07/23/15



Approved as to form and legality

[Handwritten Signature: Anne D. Ladd]

Date: February 20, 2013

Neal & Leroy, LLC

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1549

2013 JOB ORDER CONTRACTING

IV. PROPOSAL AND EXECUTION DOCUMENTS

A. BID FORM 1 (Page 1 of 3)

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. C1549 _____, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), c), The Construction Task Catalog® (Book 3) d), Technical Specifications (Book 4), e), Plans and Drawings, and f). Addenda Nos. (None unless indicated here)

Addendum No. 1, dated January 25, 2013

Further, the Contractor, having reviewed the Contract Documents and become familiar with the procedure for ordering 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 all Work designated as required by and in strict accordance with the Contract Documents for the Adjustment Factors listed on Bid Form 1.

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 Job Order's Notice to Proceed issued by the Commission and that it will complete the Work within the Job Order Completion Time.

The Job Order Price shall be full compensation to the Contractor for having well and faithfully completed the Job Order's Detailed Scope of Work, free and clear of all claims, liens, and charges whatsoever, of any kind or nature, and in full compliance with the Contract. The Job Order Price is determined by multiplying the preset unit prices by the appropriate quantities and by the appropriate Adjustment Factor. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each project. Extra work, credits, and deletions will be contained in additional Job Orders.

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 Job Order 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.

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BID FORM 1 (Page 2 of 3)

The Contractor shall perform all Work required, necessary, proper for or incidental to completing the Work called for in each individual Job Order issued under this Job Order Contract using the Book 3 - the Construction Task Catalog® (CTC) and Technical Specifications incorporated herein with the following Adjustment Factors:

FOR JOB ORDERS LESS THAN OR EQUAL TO \$300,000.00

1. Normal Working Hours Adjustment Factor: Contractor shall perform any or all functions called for in the Contract Documents during Normal Working Hours in the quantities specified in individual Job Orders against this Contract for the Unit Price specified in Book 3- the Construction Task Catalog® (CTC®) multiplied by the Adjustment Factor of:

0.8621

{Specify to four (4) decimal places}

2. Other Than Normal Working Hours Adjustment Factor: Contractor shall perform any or all functions called for in the Contract Documents during Other than Normal Working Hours in the quantities specified in individual Job Orders against this Contract for the Unit Price specified in Book 3 - the Construction Task Catalog® (CTC®) multiplied by the Adjustment Factor of:

0.8821

{Specify to four (4) decimal places}

FOR JOB ORDERS GREATER THAN \$300,000.00 AND EQUAL OR LESS THAN \$1,000,000.00:

3. Normal Working Hours Adjustment Factor: Contractor shall perform any or all functions called for in the Contract Documents during Normal Working Hours in the quantities specified in individual Job Orders against this Contract for the Unit Price specified in Book 3- the Construction Task Catalog® (CTC®) multiplied by the Adjustment Factor of:

0.8516

{Specify to four (4) decimal places}

4. Other Than Normal Working Hours Adjustment Factor: Contractor shall perform any or all functions called for in the Contract Documents during Other than Normal Working Hours in the quantities specified in individual Job Orders against this Contract for the Unit Price specified in Book 3 - the Construction Task Catalog® (CTC®) multiplied by the Adjustment Factor of:

0.8716

{Specify to four (4) decimal places}

FOR JOB ORDERS GREATER THAN \$1,000,000.00

5. Normal Working Hours Adjustment Factor: Contractor shall perform any or all functions called for in the Contract Documents during Normal Working Hours in the quantities specified in individual Job Orders against this Contract for the Unit Price specified in Book 3- the Construction Task Catalog® (CTC®) multiplied by the Adjustment Factor of:

0.8447

{Specify to four (4) decimal places}

PUBLIC BUILDING COMMISSION OF CHICAGO

V. PROPOSAL SUPPORT DOCUMENTS

A. BID FORM 2 • 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 will be awarded to the responsible bidder(s) with the lowest Award Criteria Figure. The Public Building Commission of Chicago reserves the right to check all calculations for accuracy. In the event of discrepancy, the Adjustment Factors used on Bid Form 1-Schedule of Prices will prevail and will be used to calculate the Combined Adjustment Factor on the Bid Form 2 • Basis of Award (Award Criteria). 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 31 to the space provided on Bid Form 1. 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 18, 20, 22, 24, 26, and 28 during performance of the Job Orders.

Lines 18, 20, and 22 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 24, 26, and 28 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.

2. Award Criteria Formula

FOR JOB ORDERS LESS THAN OR EQUAL TO \$300,000.00

		0.8621
Line 1.	Normal Working Hours Adjustment Factor	<u>0.2414</u>
Line 2.	Multiply Line 1 by (.40 X .70) = .28	<u>0.8821</u>
Line 3.	Other Than Normal Working Hours Adjustment Factor	<u>0.1059</u>
Line 4.	Multiply Line 3 by (.40 X .30) = .12	

FOR JOB ORDERS GREATER THAN \$300,000.00 AND EQUAL TO OR LESS THAN \$1,000,000.00

Line 5.	Normal Working Hours Adjustment Factor	<u>0.1788</u>
Line 6.	Multiply Line 5 by (.30 X .70) = .21	<u>0.8716</u>
Line 7.	Other Than Normal Working Hours Adjustment Factor	<u>0.0784</u>
Line 8.	Multiply Line 7 by (.30 X .30) = .09	

FOR JOB ORDERS GREATER THAN \$1,000,000.00

Line 9.	Normal Working Hours Adjustment Factor	<u>0.1183</u>
Line 10.	Multiply Line 9 by (.20 X .70) = .14	<u>0.8647</u>
Line 11.	Other Than Normal Working Hours Adjustment Factor	<u>0.0519</u>
Line 12.	Multiply Line 11 by (.20 X .30) = .06	

Mayor Rahm Emanuel, Chairman
ADDENDUM NO. 1

Erin Lavin Cabonargi, Executive Director
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Line 13.	Non Pre-priced Adjustment Factor	<u>1.0500</u>
Line 14.	Multiply Line 13 by .10	<u>0.1050</u>
Line 15.	Add lines 2, 4, 6 8, 10,12 and 14	<u>0.8797</u>
Line 16.	Maximum Value of Contract, Base Contract Term	<u>\$6,000,000</u>
Line 17.	Multiply Line 15 by Line 16 (Total Base Bid)	<u>\$5,277,960.00</u>
Line 18.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	<u>0.50</u>
Line 19.	Multiply Line 18 by Line 17 by 0.04	<u>\$105,559.20</u>
Line 20.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	<u>0.50</u>
Line 21.	Multiply Line 20 by Line 17 by 0.03	<u>\$79,169.40</u>
Line 22.	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)	<u>0.50</u>
Line 23.	Multiply Line 22 by Line 17 by 0.01	<u>\$26,389.80</u>
Line 24.	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)	<u>0.04</u>
Line 25.	Multiply Line 24 by Line 17 by 0.04	<u>\$8,444.74</u>
Line 26.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	<u>0.04</u>
Line 27.	Multiply Line 26 by Line 17 by 0.03	<u>\$6,333.55</u>
Line 28.	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)	<u>0.04</u>
Line 29.	Multiply Line 28 by Line 17 by 0.01	<u>\$2,111.18</u>
Line 30.	Summation of Lines 19, 21, 23, 25, 27, and 29	<u>\$228,007.87</u>
Line 31.	Subtract Line 30 from Line 17 (= "Award Criteria Figure")	<u>\$5,049,952.13</u>

Award Criteria Figure (Insert Line 31 of Award Criteria Formula): \$5,049,952.13

PUBLIC BUILDING COMMISSION OF CHICAGO

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 as may be defined in the request for Proposal Pricing or Job Order 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

"City of Chicago Residents" means persons domiciled within the City of Chicago. Salaried superintendents are excluded from coverage in this section. Domicile is an individual's one and only true, fixed, and permanent home and principal establishment.

"Project Community Residents" means persons domiciled within the "Project Community" as may be defined in the Request for Price Proposal or Job Order.

"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 18, 20, 22, 24, 26, and 28 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 18, 20, 22, 24, 26, and 28 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:

$$\frac{\text{Line 17 x 04}}{100}$$

Each one (1%) percent deficiency toward the goal for female Journeyworkers (Line 24) shall be calculated in the same way.

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

$$\frac{\text{Line 17 x 03}}{100}$$

Each one (1%) percent deficiency toward the goal for female apprentices (Line 26) 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:

$$\frac{\text{Line 17 x 01}}{100}$$

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100

Each one (1%) percent deficiency toward the goal for female laborers (Line 28) shall be calculated in the same way.

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

5. Reporting

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

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

6. Major Trades

Asbestos Workers
Boiler Makers
Bricklayers
Carpenters
Cement Masons

Operating Engineers
Painters
Pile Driver Mechanics
Pipe Fitters/Steam Fitters
Plasterers

Mayor Rahm Emanuel, Chairman
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Electricians
Elevator Construction
Glaziers
Machinists
Machinery Movers
Ornamental Iron Workers
Lathers

Plumbers
Roofers
Sheet Metal Workers
Sprinkler Fitters
Technical Engineers
Truck Drivers
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.

TRADE PARTICIPATION	PERCENT OF MINORITY
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

*See Attached List

Revised Article V- Proposal Support Documents, A. BID FORM 2-Basis of Award (Award Criteria), dated January 25, 2013.

TRADE PARTICIPATION	PERCENT OF MINORITY
Asbestos Workers	70%
Boiler Makers	50%
Bricklayers	70%
Carpenters	60%
Cement Masons	70%
Electricians	60%
Elevator Construction	10%
Glaziers	10%
Machinists	20%
Machinery Movers	20%
Ornamental Iron Workers	80%
Lathers	10%
Operating Engineers	30%
Painters	60%
Pile Driver Mechanics	20%
Pipe Fitters/Steam Fitters	60%
Plasterers	70%
Plumbers	20%
Roofers	30%
Sheet Metal Workers	60%
Sprinkler Fitters	10%
Technical Engineers	30%
Truck Drivers	40%
Tuck Pointers	70%
Site Utilities	80%
Drywall	100%
Carpentry	70%
Acoustical	50%
Painting	60%
Demo	80%
Fencing	90%
Concrete	30%
Masonry	70%
Roofing	25%
HVAC	50%
Fire Protection	10%
Excavation	25%
Flooring	50%
Hard Tile	25%
Glass	10%

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.C1549

2013 JOB ORDER CONTRACTING

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Non-collusion

STATE OF ILLINOIS }
}SS
COUNTY OF COOK }

James A. Leopardo being first duly sworn, deposes and says that:

(1) He/She is
(Owner, Partner, Officer, Representative or Agent) of Leopardo Companies, Inc.
the Bidder that has submitted the attached Bid;

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

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

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

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

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

(Signature)
Chief Executive Officer

(Title)
Subscribed and sworn to before me this 30th day of January 2013

M Magharious
Project Accountant
(Title)
My Commission expires: 07/23/15



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.C1549

2013 JOB ORDER CONTRACTING

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	See Attached Spreadsheet					
Contract With						
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the GC						
Uncompleted Dollar Value if Firm is a Subcontractor						

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.

	See Attached Spreadsheet					
Earthwork						
Demolition						
Sewer and Drain						
Foundation						
Painting						
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg Construction)						
Miscellaneous Concrete						
Fireproofing						
Masonry						

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No.C1549
 2013 JOB ORDER CONTRACTING

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.C1549

2013 JOB ORDER CONTRACTING

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	See Attached Spreadsheet				
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					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted					

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.C1549

2013 JOB ORDER CONTRACTING

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.

James A. Leopardo
Signature

January 30, 2013

Date

James A. Leopardo

Chief Executive Officer

Name (Type or Print)

Title

Leopardo Companies, Inc.

Bidder Name

5200 Prairie Stone Parkway

Address

Hoffman Estates IL 60192

City

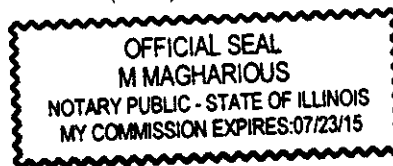
State

Zip

Subscribed and sworn to before me
this 30th day of January, 2013

M Magharious
Notary Public

(SEAL)



Commission expires: 07/23/15

A. Work Under Contract

Project	Project Values	Project Address	Square Footage	Market	Construction Type	Start Date	Completion Date
DuPage Medical Group 809 Ogden	\$152,047	809 Ogden Avenue Naperville, IL 60563	N/A	Health Care	Renovation	8/22/2012	12/31/2013
TTX Chicago Refresh	\$6,000,000	101 North Wacker Drive Chicago, IL 60606	103,000	Tenant Interiors	Renovation	11/1/2012	11/1/2013
Universal Technical Institute	\$16,807,893	2100 Corporate West Drive Lisle, IL 60563	187,000	Industrial	Building/Ground-Up	8/13/2012	10/1/2013
University of Chicago Child Care Center East	\$5,105,416	5800 South Stony Island Chicago, IL 60637	13,000	Health Care	Building/Ground-Up	10/15/2012	7/15/2013
Audi Hoffman Estates, Illinois	\$9,137,252	1200 West Golf Road Hoffman Estates, IL 60169	48,656	Retail	Building/Ground-Up	8/20/2012	7/1/2013
Bartlett Fire Station #2/Precon	\$40,000	501 Struckman Boulevard Bartlett, IL 60103	10,000	Corporate-Community	Renovation	9/4/2012	6/28/2013
Davia Lake Park Dialysis	\$2,300,000	4259 South Cottage Avenue Chicago, IL 60615	16,000	Health Care	Buildout	12/1/2012	3/1/2013
Kaufmann Hall	\$1,282,309	5202 Old Orchard Road Skokie, IL 60077	32,000	Tenant Interiors	Buildout	9/10/2012	2/24/2013
Crystal Lake Beach House	\$1,691,132	2330 Lake Avenue Village of Lakeview, IL 60014	3,400	Corporate-Community	Building/Ground-Up	8/1/2012	2/13/2013
Dell Secure Works Lisle	\$175,000	1001 Warrenville Road Lisle, IL 60532	NA	Building Services	N/A	9/26/2012	1/18/2013
DuPage Medical Group Spending IM/Carido	\$1,182,718	100 Spalding Drive, Suites 400 & 408 Naperville, IL 60540	9,214	Health Care	Buildout	9/5/2012	1/13/2013
DuPage Medical Group Naperville Springbrook	\$1,622,565	1964 Springbrook Square Drive Naperville, IL 60564	10,000	Health Care	Renovation	10/15/2012	1/3/2013
Homan Forensic Lab	\$1,222,869	3340 West Filmore Street, 3rd Floor Chicago, IL 60624	14,215	Tenant Interiors	Renovation	9/17/2012	12/31/2012
Oak Forest Chiller #1	\$795,745	15900 South Cicero Avenue Oak Forest, IL 60452	N/A	Tenant Interiors	Renovation	11/5/2012	12/31/2012
Rockwell HVAC Rooftop Replacement- 5	\$142,807	2323 South Rockwell Street Chicago, IL 60603	N/A	Tenant Interiors	Renovation	9/20/2012	12/31/2012
Ramova Theater Exterior Masonry Repairs	\$183,024	3518 South Halsted Street Chicago, IL 60609	N/A	Tenant Interiors	Renovation	9/19/2012	12/31/2012
DuPage Medical Group 2050 Finley Road	\$1,539,656	2050 South Finley Road Lombard, IL 60148	10,500	Health Care	Buildout	9/11/2012	12/31/2012
Loyola University 8th Floor Bone Marrow Transplant	\$7,005,274	2160 South First Avenue Maywood, IL 60153	15,000	Health Care	Renovation	1/9/2012	12/31/2012
Nuveen T&M	\$8,537	333 West Wacker Drive Chicago, IL 60606	N/A	Tenant Interiors	Renovation	4/1/2012	12/31/2012
DuPage Medical Group ASTC Building Addition	\$436,243	2725 South Technology Drive Lombard, IL 60148	1,000	Health Care	Renovation	7/1/2012	12/30/2012
DuPage Medical Group Plainfield	\$1,576,660	119th Street & Route 59 Plainfield, IL 60544	11,000	Health Care	Renovation	10/8/2012	12/28/2012
Minitel	\$2,129,851	333 West Wacker Drive Chicago, IL 60606	26,000	Tenant Interiors	Renovation	9/4/2012	12/28/2012

A. Work Under Contract

Project	Project Values	Project Address	Square Footage	Market	Construction Type	Start Date	Completion Date
Gateway Tenant Work	\$579,991	40 South Halsted Street Chicago, IL 60661	23,000	Retail	Buildout	8/21/2012	12/25/2012
Saltara Enterprises	\$796,934	1 North Franklin Street Chicago, IL 60606	10,000	Tenant Interiors	Buildout	10/1/2012	12/17/2012
United States Postal Service Chicago Lawn Vehicle Parking Lot	\$222,964	6037 South Kedzie Avenue Chicago, IL 60629	11,904	Tenant Interiors	Renovation	10/1/2012	12/15/2012
DuPage Medical Group Chicago Lawn Vehicle Parking Lot	\$417,385	25 North Winfield Road, Suite 300 Winfield, IL 60196	3,500	Health Care	Renovation	9/6/2012	12/10/2012
Central DuPage Hospital Pulmonary Renovation Phase 2	\$76,350	333 West Wacker Drive Chicago, IL 60606	100,000	Tenant Interiors	Buildout	10/8/2012	12/7/2012
Windsor Park Centrum Renovation	\$2,168,174	124 Windsor Park Drive Carol Stream, IL 60188	10,054	Health Care	Renovation	6/18/2012	12/5/2012
Livingston International Part 2	\$227,703	150 East Pierce Road Itasca, IL 60143	3,000	Tenant Interiors	Renovation	10/12/2012	12/3/2012
Starcom 7th Floor	\$1,423,443	333 West Wacker Drive Chicago, IL 60601	25,000	Tenant Interiors	Renovation	9/17/2012	12/1/2012
Park Avenue West Commons Site Development	\$1,689,599	2000 Skokie Valley Road Highland Park, IL 60035	N/A	Retail	N/A	6/11/2012	12/1/2012
DuPage Medical Group Oncology	\$30,054,142	430 Warrenville Road Lisle, IL 60532	97,000	Health Care	Building / Ground-Up	6/27/2011	12/1/2012
Nuveen Floors 31 & 33	\$11,199,788	333 West Wacker Drive Chicago, IL 60606	134,544	Tenant Interiors	Buildout	11/7/2011	12/1/2012
Nuveen Structured Cabling & AV Floors 30-34	\$1,103,262	333 West Wacker Drive, Floors 30-34 Chicago, IL 60606	134,544	Tenant Interiors	Renovation	3/15/2012	12/1/2012
BlueCross BlueShield Association 9th Floor HIC	\$1,214,225	225 North Michigan Avenue Chicago, IL 60601	12,000	Tenant Interiors	Buildout	8/29/2012	12/1/2012
Loyola 7th Floor East Wing Upgrades	\$65,006	2160 South First Avenue Maywood, IL 60153	6,000	Health Care	Renovation	11/17/2012	12/1/2012
Loyola Stevenson Shaft Door Replacement	\$36,446	2160 South First Avenue Maywood, IL 60153	N/A	Health Care	Renovation	11/15/2012	12/1/2012
6 North Michigan General Repair	\$384,681	6 North Michigan Avenue Chicago, IL 60606	N/A	Tenant Interiors	Renovation	1/22/2010	12/1/2012
6 North Michigan GC's & Super	\$836,353	6 North Michigan Avenue Chicago, IL 60606	N/A	Tenant Interiors	Renovation	1/22/2010	12/1/2012
6 North Michigan Aftic Stock	\$276,265	6 North Michigan Avenue Chicago, IL 60606	NA	Tenant Interiors	Renovation	2/2/2010	12/1/2012
6 North Michigan Unit 1501	\$185,842	6 North Michigan Avenue Chicago, IL	N/A	Tenant Interiors	Renovation	2/23/2011	12/1/2012
6 North Michigan 15th Floor	\$5,772	6 North Michigan Avenue Chicago, IL 60606	N/A	Tenant Interiors	Renovation	11/1/2011	12/1/2012
6 North Michigan Unit 1604	\$11,230	6 North Michigan Avenue Chicago, IL 60602	N/A	Tenant Interiors	Renovation	7/19/2012	12/1/2012
United States Postal Service Joliet SSK	\$21,427	2000 McDonough Street Joliet, IL 60434	1,000	Tenant Interiors	Renovation	9/10/2012	12/1/2012

A. Work Under Contract

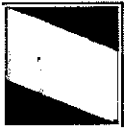
Project	Project Values	Project Address	Square Footage	Market	Construction Type	Start Date	Completion Date
United States Postal Service Naperville SSK	\$20,847	1750 West Ogden Avenue Naperville, IL 60527	N/A	Tenant Interiors	Renovation	9/10/2012	12/1/2012
United States Postal Service Skokie SSK	\$14,621	4950 Madison Street Skokie, IL 60076	1,000	Tenant Interiors	Renovation	9/10/2012	12/1/2012
RHI Dearpark Remote Condensor Relocation	\$206,044	21925 West Field Parkway Barrington, IL 60010	N/A	Tenant Interiors	Renovation	10/22/2012	12/1/2012
	\$113,758,512						



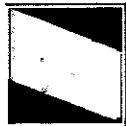
B. Uncompleted Work to be Completed with Bidder's Own Forces

Job Status	Estimator Name	Mrkt. Dept.	Job #	Job Name	Actual Labor Cost	Actual Other Cost	Total Curr. Cost	Billed to Date	Count
Under Construction	William Stephan	10	10-2391	6 N Michigan - General	13,236.97	247.49	13,484.46	0.00	1
	Jason J. Scott	10	11-3275	Thor Equities	4,318.64	290.47	4,609.11	0.00	2
	Richard J. Undermiller	10	11-3604	Nuveen 30-34	23,699.45	1,858.65	25,558.10	0.00	3
	Rick Peterson	10	11-3633	ECBSA 9th FL	67,979.21	25,837.08	93,816.29	0.00	4
	Ryan Haase	10	12-4523	6 N. Michigan Unit 1903	570.62	0.00	570.62	0.00	5
	Ryan Haase	10	12-4524	6 N. Michigan Unit 1803	24,707.73	0.00	24,707.73	0.00	6
	William Stephan	10	12-4536	AOIC	57.52	0.00	57.52	0.00	7
	Tony Ianesa	10	12-4542	Edelman Zeno	0.00	-136.16	-136.16	0.00	8
	Rick Peterson	10	12-4605	Kaufman Hall	140,551.09	37,282.50	177,833.59	0.00	9
	Gavin P. Barclay	10	12-4631	Leo Burnett Carpenter 2	-3,575.57	-4,338.00	-7,913.57	0.00	10
	Rick Peterson	10	12-4638	Freightcar America	0.00	61.91	61.91	0.00	11
	Rick Peterson	10	12-4758	Wells Fargo - Phase 2	-35,457.57	883.11	-34,574.46	0.00	12
	William Stephan	10	12-4809	BOA / UPS Consolidatic	242.19	0.00	242.19	0.00	13
	Mike Carlson	10	12-4813	Oak Forest Chiller #1	297.65	70.32	367.97	0.00	14
	Mike Carlson	10	12-4815	EOC/OC Vido Walls	4,588.31	89.45	4,677.76	0.00	15
		10	12-4850	SC Walgreens 5th Floor	45,594.18	317.57	45,911.75	0.00	16
		10	12-4856	Thyssen Krupp	33,742.44	5,541.97	39,284.41	0.00	17
	Mike Carlson	10	12-4870	Rockwell HVAC Rooftop	0.00	114.16	114.16	0.00	18
	Gavin P. Barclay	10	12-4879	SAIC CSA1 Campus Fc	0.00	0.00	0.00	0.00	19
	Mike Tenuta	10	12-4891	AON	7,011.03	409.00	7,420.03	0.00	20
		10	12-4912	Starcom-11th Floor	10,503.21	70.00	10,573.21	0.00	21
		10	12-4947	111 W. Jackson, 24th F	5,329.71	55.80	5,385.51	0.00	22
	Mike Carlson	10	12-4957	HDR 33 Monroe	0.00	0.00	0.00	0.00	23
	Michelle McClendon	10	12-4991	Garvy Gas Line to Scier	0.00	0.00	0.00	0.00	24
	William Stephan	10	12-5026	Westin Hotel Acoustical	0.00	0.00	0.00	0.00	25
	William Stephan	10	12-5049	6 N. Michigan / Unite 18	3,616.60	155.17	3,771.77	0.00	26
	Richard J. Undermiller	10	12-5061	Leo Burnett 2nd Floor	87,342.05	11,632.30	98,974.35	0.00	27
		10	12-5065	Livingston Part 2	22,926.33	6,051.81	28,978.14	0.00	28
	William Stephan	10	12-5066	TTX	89,323.70	15,336.67	104,660.37	0.00	29

*This report summarizes by MARKET / DEPARTMENT only if you will choose Parameter "SortBy" 2

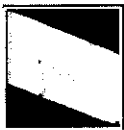


Job Status	Estimator Name	Mkkt. Dept.	Job #	Job Name	Actual Labor Cost	Actual Other Cost	Total Curr. Cost	Billed to Date	Count
<i>Under Construction</i>									
	Richard J. Underminer	10	12-5078	Starcom 7th floor	196,232.70	48,543.69	244,776.39	0.00	30
	Rick Peterson	10	12-5094	Mintel	62,329.55	8,069.00	70,398.55	0.00	31
	Rick Peterson	10	12-5099	Diagio Phase 2	3,995.12	70.47	4,065.59	0.00	32
	William Stephan	10	12-5116	Bank of America / Move	6,735.02	543.70	7,278.72	0.00	33
	Chris Eby	10	12-5550	Marron Group	30,222.23	4,659.34	34,881.57	0.00	34
	Mike Tenuta	10	12-5582	USPS Joliet SSK	6,238.85	1,126.12	7,364.97	0.00	35
	Mike Tenuta	10	12-5583	USPS Naperville SSK	12,360.23	1,193.94	13,554.17	0.00	36
	Mike Tenuta	10	12-5584	USPS Skokie SSK	10,302.52	1,986.91	12,289.43	0.00	37
	William Stephan	10	12-5589	6NM - 20th Floor Cornc	5,110.24	378.63	5,488.87	0.00	38
	William Stephan	10	12-5590	6NM - 19th Floor Cornc	744.30	0.00	744.30	0.00	39
	Vildan Ayvalik	10	12-5596	JLL Management Office	0.00	23.42	23.42	0.00	40
	Vildan Ayvalik	10	12-5637	ARDC	37,355.23	17,586.20	54,941.43	0.00	41
	Tony Ianessa	10	12-5641	Peak6 Security Door	0.00	21.88	21.88	0.00	42
	Tony Ianessa	10	12-5645	Creative Circle	3,638.38	0.00	3,638.38	0.00	43
	William Stephan	10	12-5646	14th Floor 30 S. Wecker	40,764.29	11,429.97	52,194.26	0.00	44
	William Stephan	10	12-5649	Bank of America / Deco	5,613.43	0.00	5,613.43	0.00	45
	William Stephan	10	12-5651	Bank of America / Creat	6,410.21	482.67	6,892.88	0.00	46
	Vildan Ayvalik	10	12-5655	JLL Marketing Center	1,712.41	3,337.47	5,049.88	0.00	47
	Mike W. Solka	10	13-5669	SC SAC BZ Storage	10,254.65	1,598.66	11,853.31	0.00	48
	Richard J. Underminer	10	13-5672	Digital Salesperson	5,686.15	225.64	5,911.79	0.00	49
	William Stephan	10	13-5684	BOA - 540 W Madison I	3,770.71	143.15	3,913.86	0.00	50
	Chris Eby	10	13-5687	USFS SSK - Bolingbroc	0.00	0.00	0.00	0.00	51
	Chris Eby	10	13-5688	USFS SSK - Buffalo Grt	0.00	0.00	0.00	0.00	52
	Chris Eby	10	13-5689	USFS SSK - Chicago Lu	0.00	0.00	0.00	0.00	53
	Chris Eby	10	13-5690	USFS SSK - Crystal Lal	0.00	0.00	0.00	0.00	54
	Chris Eby	10	13-5691	USFS SSK - Des Plaine	0.00	0.00	0.00	0.00	55
	Chris Eby	10	13-5692	USFS SSK - Gurnee	0.00	0.00	0.00	0.00	56
	Chris Eby	10	13-5693	USFS SSK - Hanwood I	0.00	0.00	0.00	0.00	57
	Chris Eby	10	13-5694	USFS SSK - Naperville	0.00	0.00	0.00	0.00	58

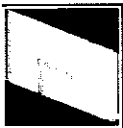


Job Status	Estimator Name	Mkkt. Dept.	Job #	Job Name	Actual Labor Cost	Actual Other Cost	Total Curr. Cost	Billed to Date	Count
Under Construction	Ryan Haase	10	13-5699	Wells Fargo Walkover	820.93	307.55	1,128.48	0.00	59
	Christopher L. Novak	10	13-5701	1 E Wacker 2nd Floor C	28,951.89	21,986.22	50,938.11	0.00	60
	Christopher L. Novak	10	13-5702	1 E Wacker 2nd Floor S	20,607.12	4,236.36	24,843.48	0.00	61
	Christopher L. Novak	10	13-5703	1 E Wacker 2nd Floor C	12,641.12	6,494.17	19,135.29	0.00	62
	William Stephan	10	13-5707	30 S. Wacker Df/Demo	27,741.68	794.36	28,536.04	0.00	63
		10	13-5715	BCBSA Additional Office	14,454.15	1,924.06	16,378.21	0.00	64
	William Stephan	10	13-5721	10 and 30 S. Wacker	21,887.29	10,387.17	32,274.46	0.00	65
	Kurt Wohler	10	13-5728	National Lewis Universit	0.00	0.00	0.00	0.00	66
		10	13-5730	Praxair - Burr Ridge	20,133.57	791.78	20,925.35	0.00	67
	Mike Tenuta	10	13-5733	AON 5th and 6th Floors	252,199.84	28,586.16	280,786.00	0.00	68
	Christopher L. Novak	10	13-5787	Abelson Taylor Expansit	42,094.19	19,816.85	61,911.04	0.00	69
	Rick Peterson	10	13-5811	Wells Fargo Phase 2 Pr	39,380.39	0.00	39,380.39	0.00	70
	William Stephan	10	13-5830	30 S. Wacker 12th Floor	0.00	0.00	0.00	0.00	71
	Ryan Haase	10	13-5832	South Water Street Kitd	30,995.55	2,816.85	33,812.40	0.00	72
	Rick Peterson	10	13-5860	BCBSA Office #438	-1,120.70	95.62	-1,025.08	0.00	73
Mike Tenuta	10	13-5874	AON 4,5,6 floors	0.00	0.00	0.00	0.00	74	
Christopher L. Novak	10	13-5880	Harley Ellis Deveaux	1,287.36	0.00	1,287.36	0.00	75	
Tony Ianessa	10	13-5884	Lezard	0.00	0.00	0.00	0.00	76	
Vildan Ayvalik	10	13-5918	IFF	0.00	0.00	0.00	0.00	77	
Total by Market 10					1,508,156.09	301,489.28	1,809,645.37	0.00	
		20	11-3423	DMG Lisle MOB	416,384.97	32,591.84	448,976.81	0.00	78
		20	11-4190	Loyola University 6th Fl	143,586.45	4,038.99	147,625.44	0.00	79
		20	12-4313	DMG Hinsdale 40 S Cla	4,910.80	0.00	4,910.80	0.00	80
Beau O'Donnell		20	12-4776	ILCO Exterior Recycling	749.94	0.00	749.94	0.00	81
Jason J. Scott		20	12-4827	400 S. Jefferson	165,972.43	27,837.78	193,810.21	0.00	82
		20	12-4847	DMG ASTC Building Ad	41,664.11	18,779.04	60,443.15	0.00	83
Giancarlo Pacini		20	12-4849	Davita Lake Park Dialys	8,519.72	0.00	8,519.72	0.00	84
		20	12-4866	DMG Plainfield	187,960.56	55,550.04	243,510.60	0.00	85

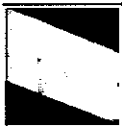
*This report summarizes by MARKET / DEPARTMENT only if you will choose Parameter "SortBy" 2



Job Status	Estimator Name	Mirkl. Dept.	Job #	Job Name	Actual Labor Cost	Actual Other Cost	Total Curr. Cost	Billed to Date	Count
Under Construction	Giancarlo Pacini	20	12-4867	DMG 2050 Finley Road	189,648.40	57,216.42	246,864.82	0.00	86
	Jay G. Wilson	20	12-4882	Windsor Park Centrum 1	38.36	1,333.24	1,371.60	0.00	87
	Giancarlo Pacini	20	12-4909	DMG - Spaulding Lab 20	2,303.99	50.43	2,354.42	0.00	88
		20	12-5056	DMG Spaulding IM/Car	140,354.02	26,974.32	167,328.34	0.00	89
	Jay G. Wilson	20	12-5070	DMG - CDH Pulmonary	64,809.03	4,479.09	69,288.12	0.00	90
	Beau O'Donnell	20	12-5112	Lakeview - Walgreens T	7,330.55	2,561.30	9,891.85	0.00	91
		20	12-5148	Sara Lee - Performance	0.00	201.05	201.05	0.00	92
	Gavin P. Barclay	20	12-5567	DMG 809 Ogden	10,215.29	6,002.86	16,218.15	0.00	93
	Jay G. Wilson	20	13-5673	Advocate Consolidated	1,253.60	0.00	1,253.60	0.00	94
	Ryan Haase	20	13-5676	Loyola 7th FL North Wr	18,428.06	1,049.52	19,477.58	0.00	95
Giancarlo Pacini	20	13-5775	DMG Plainfield South	391.75	0.00	391.75	0.00	96	
Giancarlo Pacini	20	13-5789	NCH Endoscopy Recov	6,002.32	0.00	6,002.32	0.00	97	
Jay G. Wilson	20	13-5791	PMMC Phase 1 Patient	3,109.19	0.00	3,109.19	0.00	98	
Giancarlo Pacini	20	13-5870	PlasmaCare Misc. Work	1,832.13	0.00	1,832.13	0.00	99	
Giancarlo Pacini	20	13-5907	Davita Woodlawn Water	1,096.90	0.00	1,096.90	0.00	100	
	Total by Market		20		1,416,562.57	238,665.92	1,655,228.49	0.00	
		30	10-2816	The Gateway	38,599.03	7,232.90	45,831.93	0.00	101
		30	12-4591	Mariano's @ The Gates	23,843.47	59.04	23,902.51	0.00	102
Steven W. Smith		30	12-4923	Turning Point - North Ct	79,738.15	16,080.10	95,818.25	0.00	103
Robert Voss		30	12-5002	Gateway Tenant work	19,342.86	3,817.27	23,160.13	0.00	104
	Total by Market		30		161,523.51	27,189.31	188,712.82	0.00	
		60	12-5863	Dupage Medical Group	25,994.52	0.00	25,994.52	0.00	105
Gavin P. Barclay		60	13-5683		1,141.20	39.49	1,180.69	0.00	106
	Total by Market		60		27,135.72	39.49	27,175.21	0.00	
Mike Carlson		65	11-3501	Homan Square Forensic	107,531.02	23,666.30	131,197.32	0.00	107
John P. Leopardo		65	12-4409	Dell Secure Works Lisle	79,140.49	10,096.92	89,237.41	0.00	108



Job Status	Estimator Name	Mirkt. Dept.	Job #	Job Name	Actual Labor Cost	Actual Other Cost	Total Curr. Cost	Billed to Data	Count
Under Construction	Chris Eby	65	12-4467	Sanchez, Daniels, and I	0.00	0.00	0.00	0.00	109
	Mike Carlson	65	12-5018	Fantus Clinic Sewage P	888.03	0.00	888.03	0.00	110
		65	12-5114	Peninsula Hotel Jr Ballr	55,543.93	24,477.32	80,021.25	0.00	111
	Ryan Haase	65	12-5557	Sullivan Center - Boiler	6,531.63	271.04	6,802.67	0.00	112
	Gavin P. Barclay	65	12-5560	DMG-Stratford	4,051.79	1,634.54	5,686.33	0.00	113
	Chris Eby	65	12-5564	HDI-Cerling Service Wo	1,554.59	17.56	1,572.15	0.00	114
	Ryan Haase	65	12-5591	IES Abroad	11,461.38	1,589.94	13,051.32	0.00	115
	Chris Eby	65	12-5608	Zones Reconfigurations	3,073.85	0.00	3,073.85	0.00	116
	Jason R. Steffen	65	12-5662	National Tax Search Exi	14,042.74	1,804.03	15,846.77	0.00	117
	Chris Eby	65	13-5695	USPS SSK - Northbrook	0.00	0.00	0.00	0.00	118
	Chris Eby	65	13-5696	USPS SSK - Palatine	0.00	0.00	0.00	0.00	119
	Chris Eby	65	13-5697	USPS SSK - Schaumbu	0.00	0.00	0.00	0.00	120
	Chris Eby	65	13-5698	USPS SSK - Evanston	0.00	0.00	0.00	0.00	121
	Mike Carlson	65	13-5716	Department of Correctic	4,152.33	0.00	4,152.33	0.00	122
	Jason R. Steffen	65	13-5717	Intuit Server Room Plw	0.00	72.03	72.03	0.00	123
	Gavin P. Barclay	65	13-5718	Managers Investment G	3,098.63	0.00	3,098.63	0.00	124
	Chris Eby	65	13-5731	SunCoke Energy Printer	0.00	0.00	0.00	0.00	125
Chris Eby	65	13-5732	BCBSA - 3rd Floor Walk	7,598.64	773.00	8,371.64	0.00	126	
Gavin P. Barclay	65	13-5736	JCL/EPCO Store	1,357.11	222.60	1,579.71	0.00	127	
Ryan Haase	65	13-5743	Advocate Painting Servi	542.35	675.00	1,217.35	0.00	128	
Chris Eby	65	13-5744	111 E. Wacker - Fitness	6,314.32	307.85	6,622.17	0.00	129	
Gavin P. Barclay	65	13-5753	Deubin Company T&M	499.29	121.84	621.13	0.00	130	
Mike Carlson	65	13-5767	911 Center Man Trap	602.51	75.00	677.51	0.00	131	
Jason R. Steffen	65	13-5768	Partners by Design - Oc	3,425.48	289.64	3,695.12	0.00	132	
Gavin P. Barclay	65	13-5772	Sullivan Center - Emerg	0.00	0.00	0.00	0.00	133	
Gavin P. Barclay	65	13-5773	EACC - Nolan Resident	799.38	121.96	921.34	0.00	134	
Jason R. Steffen	65	13-5793	LUMC Physical Therapy	632.29	0.00	632.29	0.00	135	
Gavin P. Barclay	65	13-5794	EACC T&M 2013	2,183.91	222.21	2,406.12	0.00	136	
Gavin P. Barclay	65	13-5798	RCMC - LDR Wallcover	0.00	6,216.22	6,216.22	0.00	137	



Job Status	Estimator Name	Mrkt. Dept.	Job #	Job Name	Actual Labor Cost	Actual Other Cost	Total Curr. Cost	Billed to Date	Count
Under Construction									
	Gavin P. Barclay	65	13-5819	Hines Corridor - Paint	1,135.39	253.89	1,389.28	0.00	138
	Jason R. Steffen	65	13-5826	Canon Woodridge Ware	1,303.48	68.44	1,371.92	0.00	139
	John P. Leopardo	65	13-5834	Elmhurst Library I.T. Ro	545.96	446.00	991.96	0.00	140
	Chris Eby	65	13-5835	Tower Group	0.00	0.00	0.00	0.00	141
	Chris Eby	65	13-5836	Main Street Financial	19,950.48	3,700.18	23,650.66	0.00	142
	Jason R. Steffen	65	13-5839	908 Elm Hinsdale Court	566.51	0.00	566.51	0.00	143
	Jason R. Steffen	65	13-5847	Robert Half Deer Park -	0.00	0.00	0.00	0.00	144
	Jason R. Steffen	65	13-5848	Eldeman Service Work:	2,205.54	2,285.19	4,490.73	0.00	145
	Gavin P. Barclay	65	13-5849	Sisters of the Holy Faml	0.00	150.46	150.46	0.00	146
	Gavin P. Barclay	65	13-5865	Hines - 3rd Floor Conve	927.25	228.81	1,156.06	0.00	147
	Gavin P. Barclay	65	13-5866	DMG - 1801 Changing f	6,013.41	0.00	6,013.41	0.00	148
	Gavin P. Barclay	65	13-5877	Mundocom - 30th FL	4,597.04	608.69	5,205.73	0.00	149
	Gavin P. Barclay	65	13-5894	Kirsch Residence	10,134.83	0.00	10,134.83	0.00	150
	John P. Leopardo	65	13-5909	Silesia Door Repair	247.71	0.00	247.71	0.00	151
	Total by Market	65			362,653.29	80,376.66	443,029.95	0.00	
	Total by Status :								
		70			14,158.16	0.00	14,158.16	0.00	152
	Leigh A. McMillen	70	12-4702	Sartlett Fire Station #2 /	164.70	0.00	164.70	0.00	153
	Erik Magsamen	70	12-4871	Batavia Streetscape	2,836.68	0.00	2,836.68	0.00	154
	Total by Market	70			17,159.54	0.00	17,159.54	0.00	
	Total by Status :				3,493,190.72	647,760.66	4,140,951.38	0.00	

C. Work Subcontracted to Others

All Jobs All Vendors Through: 01/13
 Job Status: Open Sales and VAT Taxes Not Included Use Taxes Not Included

Subcontract	Vendor	Current Contract	Billed	Paid	Retainage	Current Due	To Be Billed	Status: Open
Job: 12-5724 Edgebrook Sink & Cabinet								
12-5724001 Plumbing	20009 EMCOR Services Team Mechanical Inc	8,267.00	5,402.70	5,402.70	0.00	0.00	2,864.30	
Job: 13-5674 RUMC Atrium Phase 3 Pre-work								
13-5674001 Metal Stud & Drywall	1330 Alliance Drywall & Acoustical Inc	52,439.00	47,195.00	0.00	0.00	47,195.00	5,244.00	
13-5674002 Electrical-Building	7820 Gurtz Electric Co., Inc.	35,000.00	31,500.00	0.00	0.00	31,500.00	3,500.00	
13-5674003 H.V.A.C.	11370 Hill Mechanical Group Inc.	17,296.00	15,566.00	0.00	0.00	15,566.00	1,730.00	
13-5674004 Fire Protection	19930 Superior Mechanical Systems, Inc.	8,000.00	7,200.00	0.00	0.00	7,200.00	800.00	
		112,735.00	101,461.00	0.00	0.00	101,461.00	11,274.00	Status: Open
Job: 13-5676 Loyola North Wing Upgrades								
13-5676001 Resilient Tile Flooring & Base	10626 Mr. David's Carpet Service Ltd	31,956.00	31,956.00	0.00	0.00	31,956.00	0.00	
		31,956.00	31,956.00	0.00	0.00	31,956.00	0.00	Status: Open
Job: 13-5684 BOA - 540 Madison Decom Vacated Space								
13-5684001 Electrical-Building	17797 Prime Electric, Inc.	20,284.00	10,142.00	10,142.00	0.00	0.00	10,142.00	
		20,284.00	10,142.00	10,142.00	0.00	0.00	10,142.00	Status: Open
Job: 13-5700 FreightCar America Shelving								
13-5700001 Millwork/Plastic Laminates	3853 Contract Industries Inc	378.00	378.00	378.00	0.00	0.00	0.00	
		378.00	378.00	378.00	0.00	0.00	0.00	Status: Open
Job: 13-5701 1 E. Wacker - Common Areas & Public Corridors								
13-5701001 Millwork/Plastic Laminates	1077 Imperial Woodworking Corp	37,199.00	17,329.95	0.00	0.00	17,329.95	19,869.05	
13-5701002 H.V.A.C.	3069 Competitive Piping Systems, Inc.	3,797.00	3,417.30	0.00	0.00	3,417.30	379.70	
13-5701003 Fire Protection	7759 Great Lakes Plumbing & Heating Inc	3,075.00	0.00	0.00	0.00	0.00	3,075.00	
13-5701004 Wood Doors & Frames	14098 Newport Distribution Inc	2,457.00	0.00	0.00	0.00	0.00	2,457.00	
13-5701005 Plumbing	16069 Pientka Plumbing, Inc.	2,400.00	1,728.00	0.00	0.00	1,728.00	672.00	
13-5701006 Electrical-Building	19230 Super Elec Constr Co. Inc	42,635.00	36,452.92	0.00	0.00	36,452.92	6,182.08	
		91,563.00	58,928.17	0.00	0.00	58,928.17	32,634.83	Status: Open
Job: 13-5702 1 E. Wacker - Spec Suite								
13-5702001 Carpet	1069 Flooring Resources Corporation	8,519.00	4,283.55	0.00	0.00	4,283.55	4,235.45	
13-5702002 Millwork/Plastic Laminates	1077 Imperial Woodworking Corp	5,663.00	0.00	0.00	0.00	0.00	5,663.00	
13-5702003 H.V.A.C.	3069 Competitive Piping Systems, Inc.	4,621.00	4,158.90	0.00	0.00	4,158.90	462.10	

All Jobs All Vendors Through: 01/13 Use Taxes Not Included
 Job Status: Open Sales and VAT Taxes Not Included

Subcontract	Vendor	Current Contract	Billed	Paid	Retainage	Current Due	To Be Billed	Status: Open
Job: 13-5702 1 E. Wacker - Spec Suite								
13-5702004 Fire Protection	7759 Great Lakes Plumbing & Heating Inc	2,750.00	2,727.00	0.00	0.00	2,727.00	23.00	- Continued
13-5702005 Communications	9301 IMG Technologies, Inc	4,495.00	0.00	0.00	0.00	0.00	4,495.00	
13-5702006 Miscellaneous Glazing	13169 MTH Industries Inc	8,611.00	5,812.42	0.00	0.00	5,812.42	2,798.58	
13-5702007 Plumbing	18069 Prientka Plumbing, Inc.	8,800.00	8,271.00	0.00	0.00	8,271.00	529.00	
13-5702008 Electrical-Building	19230 Super Elec Constr Co. Inc	38,515.00	32,930.32	0.00	0.00	32,930.32	5,584.68	
		81,994.00	58,183.19	0.00	0.00	58,183.19	23,810.81	Status: Open
Job: 13-5703 1 E. Wacker - Office of the Building								
13-5703001 Carpet	1069 Flooring Resources Corporation	9,080.00	0.00	0.00	0.00	0.00	9,080.00	
13-5703002 Millwork/Plastic Laminates	1077 Imperial Woodworking Corp	19,980.00	18,001.80	0.00	0.00	18,001.80	1,978.20	
13-5703003 H.V.A.C.	3069 Competitive Piping Systems, Inc.	10,067.00	9,060.30	0.00	0.00	9,060.30	1,006.70	
13-5703004 Fire Protection	7759 Great Lakes Plumbing & Heating Inc	3,125.00	0.00	0.00	0.00	0.00	3,125.00	
13-5703005 Miscellaneous Glazing	13169 MTH Industries Inc	11,000.00	7,425.00	0.00	0.00	7,425.00	3,575.00	
13-5703006 Plumbing	16069 Prientka Plumbing, Inc.	8,800.00	0.00	0.00	0.00	0.00	8,800.00	
13-5703007 Electrical-Building	19230 Super Elec Constr Co. Inc	45,934.00	39,273.57	0.00	0.00	39,273.57	6,660.43	
		107,986.00	73,760.67	0.00	0.00	73,760.67	34,225.33	Status: Open
Job: 13-5704 Mintel Low Voltage								
13-5704001 Electrical-Building	18161 Rex Electric, Inc.	62,413.00	62,413.00	0.00	0.00	62,413.00	0.00	
13-5704002 Security Systems	16125 Phoenix Systems & Service Inc	4,422.00	4,422.00	0.00	0.00	4,422.00	0.00	
		66,835.00	66,835.00	0.00	0.00	66,835.00	0.00	Status: Open
Job: 13-5705 AHIMA Server Room Relocation								
13-5705001 Electrical-Building	1986 Avondale Electric, Inc.	158,290.00	59,040.00	4,500.00	0.00	54,540.00	99,250.00	
13-5705002 Communications	11072 KB Advanced Technologies Co	36,375.00	4,500.00	0.00	0.00	4,500.00	31,875.00	
13-5705003 Fire Protection	13308 Millennium Piping, Inc.	20,800.00	4,500.00	4,500.00	0.00	0.00	16,300.00	
13-5705004 H.V.A.C.	19018 Sherman Mechanical Inc	110,100.00	4,500.00	4,500.00	0.00	0.00	105,600.00	
		325,565.00	72,540.00	13,500.00	0.00	59,040.00	253,025.00	Status: Open
Job: 13-5707 30 S. Wacker Dr. - Demo								
13-5707001 H.V.A.C.	1959 Atomic	2,000.00	1,800.00	1,800.00	0.00	0.00	200.00	
13-5707002 Plumbing	3801 Johns Plumbing Inc	2,000.00	1,800.00	1,800.00	0.00	0.00	200.00	
13-5707003 Electrical-Building	15643 Grand Kahn Electric	8,500.00	7,650.00	7,650.00	0.00	0.00	850.00	
		12,500.00	11,250.00	11,250.00	0.00	0.00	1,250.00	Status: Open
Job: 13-5715 BCBSA Additional Offices								
13-5715001 Finish Hardware	14098 Newport Distribution Inc	2,725.00	2,725.00	0.00	0.00	2,725.00	0.00	

All Jobs All Vendors Through: 01/13
 Job Status: Open Sales and VAT Taxes Not Included Use Taxes Not Included

Subcontract	Vendor	Current Contract	Billed	Paid	Retainage	Current Due	To Be Billed	Status: Open
Job: 13-5715 BCBSA Additional Offices								
13-5715002 Electrical-Building	3267 Candor Electric, Inc	25,975.00	25,975.00	0.00	0.00	25,975.00	0.00	0.00
13-5715003 H.V.A.C.	3069 Competitive Piping Systems, Inc.	2,115.00	2,115.00	2,115.00	0.00	0.00	0.00	0.00
13-5715004 Fire Protection	13308 Millennium Piping, Inc.	2,630.00	2,630.00	2,630.00	0.00	0.00	0.00	0.00
13-5715005 Carpet	11010 Kraftex Floor Corporation	1,100.00	1,100.00	1,100.00	0.00	0.00	0.00	0.00
		34,545.00	34,545.00	5,845.00	0.00	28,700.00	0.00	0.00
Job: 13-5716 Dept of Corrections Building 1 A C								
13-5716001 Electrical-Building	3221 Cable Communications Inc	132,500.00	0.00	0.00	0.00	0.00	132,500.00	0.00
13-5716002 Concrete Coring	3680 Cobra Concrete Cutting Inc	11,900.00	0.00	0.00	0.00	0.00	11,900.00	0.00
13-5716003 Plumbing	16403 Plumbing Mechanical Contractors, Inc.	17,713.00	0.00	0.00	0.00	0.00	17,713.00	0.00
13-5716004 Resilient Tile Flooring & Base	17773 Paniagua Group	1,750.00	0.00	0.00	0.00	0.00	1,750.00	0.00
13-5716005 Structural Steel	18010 R&I Ornamental Iron, Inc.	24,590.00	0.00	0.00	0.00	0.00	24,590.00	0.00
13-5716006 H.V.A.C.	19277 S Mechanical Inc	867,000.00	0.00	0.00	0.00	0.00	867,000.00	0.00
13-5716007 Concrete Placement	20618 Total Surface LLC	18,500.00	0.00	0.00	0.00	0.00	18,500.00	0.00
13-5716008 Sprayed Fireproofing	23055 Wilkin Insulation Inc	7,100.00	0.00	0.00	0.00	0.00	7,100.00	0.00
13-5716009 Painting & Wallcovering	17773 Paniagua Group	45,500.00	0.00	0.00	0.00	0.00	45,500.00	0.00
13-5716010 Architectural Fees	127 AECOM Technical Services, Inc	110,320.00	0.00	0.00	0.00	0.00	110,320.00	0.00
		1,236,873.00	0.00	0.00	0.00	0.00	1,236,873.00	0.00
Job: 13-5721 TS-30 S. Wacker, Suite 2840								
13-5721001 Plumbing	3801 Johns Plumbing Inc	1,350.00	1,215.00	0.00	0.00	1,215.00	135.00	0.00
13-5721002 Electrical-Building	15643 Grand Kahn Electric	42,509.00	38,258.10	38,258.10	0.00	0.00	4,250.90	0.00
13-5721003 Painting & Wallcovering	17148 Professional Decorate & Paint, Inc.	8,625.00	7,762.50	7,762.50	0.00	0.00	862.50	0.00
13-5721004 Site Demolition	18480 Robinette Demolition Inc	33,750.00	30,375.00	0.00	0.00	30,375.00	3,375.00	0.00
13-5721005 H.V.A.C.	19489 State Mechanical Services LLC	8,660.00	7,794.00	7,794.00	0.00	0.00	866.00	0.00
13-5721006 Fire Protection	19930 Superior Mechanical Systems, Inc.	8,105.00	7,294.50	7,294.50	0.00	0.00	810.50	0.00
		102,999.00	92,699.10	61,109.10	0.00	31,690.00	10,299.90	0.00
Job: 13-5729 Ayco Companies Service Work								
13-5729001 Electrical-Building	19275 S & M Electric	2,547.00	2,547.00	2,547.00	0.00	0.00	0.00	0.00
		2,547.00	2,547.00	2,547.00	0.00	0.00	0.00	0.00
Job: 13-5730 Praxair - Burr Ridge								
13-5730001 Electrical-Building	12418 Lombardi Electric, Inc.	13,875.00	0.00	0.00	0.00	0.00	13,875.00	0.00
13-5730002 Carpet	11010 Kraftex Floor Corporation	20,045.00	0.00	0.00	0.00	0.00	20,045.00	0.00

All Jobs All Vendors Through: 01/13
 Job Status: Open Sales and VAT Taxes Not Included Use Taxes Not Included

Subcontract	Vendor	Current Contract	Billed	Paid	Retainage	Current Due	To Be Billed	Status: Open
Job: 13-5730 Praxair - Burr Ridge								
13-5730003	Millwork/Plastic Laminates	3853	Contract Industries Inc	4,224.00	0.00	0.00	0.00	4,224.00
13-5730004	Miscellaneous Glazing	13045	Mark Industries, Ltd.	4,804.00	0.00	0.00	0.00	4,804.00
13-5730005	Metal Doors & Frames	1465	A.A. Jacobs Supply	695.00	695.00	0.00	0.00	0.00
13-5730006	Audio-Visual Equipment	1335	Allen Visual Systems	19,004.00	0.00	0.00	0.00	19,004.00
		62,647.00	695.00	695.00	0.00	0.00	0.00	61,952.00
Job: 13-5731 SunCoke Energy Printer Area Reconfigurations								
13-5731001	Millwork	1077	Imperial Woodworking Corp	1,060.00	1,060.00	0.00	0.00	0.00
13-5731002	Electrical	15643	Grand Kahn Electric	2,290.00	2,290.00	0.00	0.00	0.00
		3,350.00	3,350.00	3,350.00	0.00	0.00	0.00	0.00
Job: 13-5732 BCBSA - 3rd Floor Water Damaged Repairs								
13-5732001	Carpet/Vinyl Base/Flooring Removal/Hard Tile	1069	Flooring Resources Corporation	21,926.00	21,926.00	0.00	0.00	0.00
13-5732002	Millwork	8052	Hire-Nelson Co Inc.	2,800.00	2,800.00	0.00	0.00	0.00
		24,726.00	24,726.00	24,726.00	0.00	0.00	0.00	0.00
Job: 13-5733 Aon Bldg. A 5th & 6th Floors								
13-5733001	Carpet	1688	Noland Sales Corp., Inc.	49,199.00	26,567.00	0.00	26,567.00	22,632.00
13-5733002	Miscellaneous Glazing	1689	Architectural Glass Works, Inc	20,770.00	7,560.00	0.00	7,560.00	13,210.00
13-5733003	H.V.A.C.	1959	Atomatic	170,850.00	84,753.00	0.00	84,753.00	86,097.00
13-5733004	Electrical-Building Inc	3059	Continental Elec'l Construction Inc	176,160.00	150,626.00	0.00	150,626.00	25,534.00
13-5733005	Metal Doors & Frames	12623	LaForce Howe & Mfg. Co., Inc.	74,674.00	0.00	0.00	0.00	74,674.00
13-5733006	Fire Protection	19930	Superior Mechanical Systems, Inc.	11,232.00	10,109.00	0.00	10,109.00	1,123.00
		602,885.00	279,615.00	0.00	0.00	279,615.00	223,270.00	323,270.00
Job: 13-5749 Schneider Electric Glass Work Passthru								
13-5749001	Christopher Glass	38251	Christopher Glass & Aluminum, Inc	35,515.00	35,515.00	0.00	0.00	0.00
		35,515.00	35,515.00	35,515.00	0.00	0.00	0.00	0.00
Job: 13-5754 Zeno Ice Maker								
13-5754001	Residential Appliances	17279	S & B Sales Group	3,700.00	3,700.00	0.00	0.00	0.00
13-5754002	Plumbing	7759	Great Lakes Plumbing & Heating Inc	1,200.00	1,200.00	0.00	0.00	0.00
		4,900.00	4,900.00	4,900.00	0.00	0.00	0.00	0.00
Job: 13-5757 The Chicago Corporation								
13-5757001	Plumbing	1070	A-Plus Plumbing Inc	9,170.00	0.00	0.00	0.00	9,170.00
13-5757002	H.V.A.C.	1510	Admiral Heating, Inc.	19,500.00	0.00	0.00	0.00	19,500.00

All Jobs All Vendors Through: 01/13
 Job Status: Open Sales and VAT Taxes Not Included Use Taxes Not Included

Subcontract	Vendor	Current Contract	Billed	Paid	Retainage	Current Due	To Be Billed	Status: Open
- Continued								
Job: 13-5757 The Chicago Corporation								
13-5757003 Electrical-Building	2060 Belcore Electric Construction Co	42,481.00	0.00	0.00	0.00	0.00	42,481.00	
13-5757004 Fire Protection Inc.	3089 Competitive Piping Systems, Inc.	3,900.00	0.00	0.00	0.00	0.00	3,900.00	
13-5757005 Millwork/Plastic Laminates	3853 Contract Industries Inc	36,960.00	0.00	0.00	0.00	0.00	36,960.00	
13-5757006 Wood Doors & Frames	14098 Newport Distribution Inc	4,000.00	0.00	0.00	0.00	0.00	4,000.00	
13-5757007 Residential Appliances	17279 S & B Sales Group	575.00	0.00	0.00	0.00	0.00	575.00	
13-5757008 Painting & Wallcovering	17773 Paniagua Group	10,980.00	0.00	0.00	0.00	0.00	10,980.00	
13-5757009 Carpet	22014 Vortex Enterprises Corp	34,091.00	0.00	0.00	0.00	0.00	34,091.00	
13-5757010 Miscellaneous Glazing	38218 Glass Concepts, LLC	3,025.00	0.00	0.00	0.00	0.00	3,025.00	
13-5757012 Building Automation & Controls	3904 Convergent Technologies LLC	1,031.00	0.00	0.00	0.00	0.00	1,031.00	
13-5757013 Security Access & Surveillance	13373 Midwest Interstate Elec	1,200.00	0.00	0.00	0.00	0.00	1,200.00	
		166,913.00	0.00	0.00	0.00	0.00	166,913.00	Status: Open
Job: 13-5761 Edison Park Gas Line								
13-5761001 Electrical-Building	3221 Cable Communications Inc	2,578.00	0.00	0.00	0.00	0.00	2,578.00	
13-5761002 Membrane Roofing	11059 Knickerbocker Roofing/Paving, Inc.	650.00	0.00	0.00	0.00	0.00	650.00	
13-5761003 Painting & Wallcovering	17773 Paniagua Group	7,543.00	0.00	0.00	0.00	0.00	7,543.00	
13-5761004 H.V.A.C.	19277 S Mechanical Inc	37,300.00	0.00	0.00	0.00	0.00	37,300.00	
13-5761005 Plumbing	20009 EMCOR Services Team Mechanical Inc	2,420.00	0.00	0.00	0.00	0.00	2,420.00	
		50,491.00	0.00	0.00	0.00	0.00	50,491.00	Status: Open
Job: 13-5768 Partners by Design - Conf Rm 206								
13-5768001 Electrical T & M	15643 Grand Kahn Electric	1,241.00	1,241.00	0.00	0.00	1,241.00	0.00	
		1,241.00	1,241.00	0.00	0.00	1,241.00	0.00	Status: Open
Job: 13-5778 BCBS - 9th FL Fitness Center Mirrors 2								
13-5778001 Miscellaneous Glazing	7176 Glass Solutions, Inc.	2,612.00	2,612.00	2,612.00	0.00	0.00	0.00	
		2,612.00	2,612.00	2,612.00	0.00	0.00	0.00	Status: Open
Job: 13-5779 Schneider Electric Asphalt Patch								
13-5779001 Asphalt Paving	11240 K & L Contractors, Inc.	4,800.00	4,800.00	0.00	0.00	4,800.00	0.00	
		4,800.00	4,800.00	0.00	0.00	4,800.00	0.00	Status: Open
Job: 13-5780 Juno Lighting Dark Room								
13-5780001 Carpet	11010 Kraftex Floor Corporation	4,345.00	4,345.00	0.00	0.00	4,345.00	0.00	
		4,345.00	4,345.00	0.00	0.00	4,345.00	0.00	Status: Open
Job: 13-5787 Abelson Taylor Expansion								

All Jobs All Vendors Through: 01/13
 Job Status: Open Sales and VAT Taxes Not Included Use Taxes Not Included

Subcontract	Vendor	Current Contract	Billed	Paid	Retainage	Current Due	To Be Billed	Status: Open
- Continued -								
Job: 13-5787 Abelson Taylor Expansion								
13-5787001 Audio Visual Systems	1335 Allen Visual Systems	12,966.00	6,867.00	0.00	0.00	6,867.00	6,099.00	
13-5787002 Miscellaneous Glazing	1689 Architectural Glass Works, Inc	13,720.00	0.00	0.00	0.00	0.00	13,720.00	
13-5787003 Millwork/Plastic Laminates	8052 Hire-Nelson Co Inc.	30,621.00	8,267.67	0.00	0.00	8,267.67	22,353.33	
13-5787004 Communications	13342 Maron Electric Co., Inc.	51,310.00	23,089.50	0.00	0.00	23,089.50	28,220.50	
13-5787005 Fire Protection	13308 Millennium Piping, Inc.	20,332.00	13,724.10	0.00	0.00	13,724.10	6,607.90	
13-5787006 Finish Hardware	14098 Newport Distribution Inc	23,465.00	0.00	0.00	0.00	0.00	23,465.00	
13-5787007 Electrical-Building	15643 Grand Kahn Electric	206,990.00	55,890.00	0.00	0.00	55,890.00	151,100.00	
13-5787008 Carpet	22014 Vortex Enterprises Corp	58,028.00	0.00	0.00	0.00	0.00	58,028.00	
13-5787009 Plumbing	13308 Millennium Piping, Inc.	14,200.00	9,585.00	0.00	0.00	9,585.00	4,615.00	
13-5787010 H.V.A.C.	1510 Admiral Heating, Inc.	110,441.00	79,517.52	0.00	0.00	79,517.52	30,923.48	
		542,073.00	196,940.79	0.00	0.00	196,940.79	346,132.21	Status: Open

Job: 13-5808 Fidelity Schaumburg Expansion								
13-5808001 Millwork/Plastic Laminates	17655 Parenti & Raffaelli, Inc.	34,500.00	0.00	0.00	0.00	0.00	34,500.00	
13-5808002 Hard Tile	11104 Kazmer Tile and Stone	6,500.00	0.00	0.00	0.00	0.00	6,500.00	
13-5808003 Fire Protection	19930 Superior Mechanical Systems, Inc.	7,800.00	0.00	0.00	0.00	0.00	7,800.00	
13-5808004 Finish Hardware	1465 A.A. Jacobs Supply	21,380.00	0.00	0.00	0.00	0.00	21,380.00	
13-5808005 Carpet	1069 Flooring Resources Corporation	10,000.00	0.00	0.00	0.00	0.00	10,000.00	
13-5808006 Plumbing	3801 Johns Plumbing Inc	26,000.00	0.00	0.00	0.00	0.00	26,000.00	
13-5808008 Painting & Wallcovering	2876 Lohre Painting Co Inc	13,960.00	0.00	0.00	0.00	0.00	13,960.00	
13-5808009 H.V.A.C.	23550 Westside Mechanical Services LLC	112,000.00	0.00	0.00	0.00	0.00	112,000.00	
13-5808010 Metal Stud & Drywall	3507 Cassidy Brothers Inc	99,000.00	0.00	0.00	0.00	0.00	99,000.00	
13-5808011 Toilet Accessories	9052 Interior Concepts Inc.	1,800.00	0.00	0.00	0.00	0.00	1,800.00	
13-5808013 Masonry Work-General	19337 Spring Hill Construction	26,000.00	0.00	0.00	0.00	0.00	26,000.00	
13-5808014 Electrical-Building	18161 Rex Electric, Inc.	110,000.00	0.00	0.00	0.00	0.00	110,000.00	
		468,940.00	0.00	0.00	0.00	0.00	468,940.00	Status: Open

Job: 13-5820 Westbrook Tower 4, 10th Floor Elevator Doors								
13-5820001 Painting & Wallcovering	2876 Lohre Painting Co Inc	3,310.00	3,310.00	0.00	0.00	3,310.00	0.00	
		3,310.00	3,310.00	0.00	0.00	3,310.00	0.00	Status: Open

Job: 13-5826 Cannon - Woodridge Warehouse Repairs								
13-5826002 Metal Doors & Frames	1495 Anderson Lock Co Inc	978.00	978.00	978.00	0.00	0.00	0.00	
		978.00	978.00	978.00	0.00	0.00	0.00	Status: Open

Job: 13-5832 South Water Kitchen								

All Jobs All Vendors Through: 01/13
 Job Status: Open Sales and VAT Taxes Not Included Use Taxes Not Included

Subcontract	Vendor	Current Contract	Billed	Paid	Retainage	Current Due	To Be Billed	Status: Open
Job: 13-5832 South Water Kitchen								
13-5832001	Millwork/Plastic Laminates	58,825.00	0.00	0.00	0.00	0.00	58,825.00	
13-5832002	Hard Tile	52,971.00	0.00	0.00	0.00	0.00	52,971.00	
13-5832003	Electrical-Building	57,140.00	0.00	0.00	0.00	0.00	57,140.00	
13-5832004	Plumbing	1,600.00	0.00	0.00	0.00	0.00	1,600.00	
13-5832005	Wood Flooring & Base	3,762.00	0.00	0.00	0.00	0.00	3,762.00	
13-5832006	Miscellaneous Metals	1,998.00	0.00	0.00	0.00	0.00	1,998.00	
		176,296.00	0.00	0.00	0.00	0.00	176,296.00	Status: Open

Subcontract	Vendor	Current Contract	Billed	Paid	Retainage	Current Due	To Be Billed	Status: Open
Job: 13-5836 Main Street Financial								
13-5836001	Carpet & Vinyl	4,850.00	0.00	0.00	0.00	0.00	4,850.00	
13-5836002	Doors/Frames/Hardware	10,930.00	0.00	0.00	0.00	0.00	10,930.00	
13-5836003	Fire Protection	3,500.00	0.00	0.00	0.00	0.00	3,500.00	
13-5836004	Millwork	17,170.00	0.00	0.00	0.00	0.00	17,170.00	
13-5836005	Hard Tile	8,893.00	0.00	0.00	0.00	0.00	8,893.00	
13-5836006	Security	6,200.00	0.00	0.00	0.00	0.00	6,200.00	
13-5836007	Plumbing	7,500.00	0.00	0.00	0.00	0.00	7,500.00	
13-5836008	Electrical-Building	53,500.00	0.00	0.00	0.00	0.00	53,500.00	
13-5836009	Residential Appliances	2,185.00	0.00	0.00	0.00	0.00	2,185.00	
13-5836010	Miscellaneous Glazing	9,500.00	0.00	0.00	0.00	0.00	9,500.00	
13-5836011	H.V.A.C.	12,000.00	0.00	0.00	0.00	0.00	12,000.00	
13-5836012	Patch Preproofing	1,180.00	0.00	0.00	0.00	0.00	1,180.00	
		137,408.00	0.00	0.00	0.00	0.00	137,408.00	Status: Open

Subcontract	Vendor	Current Contract	Billed	Paid	Retainage	Current Due	To Be Billed	Status: Open
Job: 13-5851 Advocate Consolidated Support Center Demolition								
13-5851001	Building Demolition-Interior	484,635.00	0.00	0.00	0.00	0.00	484,635.00	
13-5851002	Electrical T & M	108,466.00	0.00	0.00	0.00	0.00	108,466.00	
		593,101.00	0.00	0.00	0.00	0.00	593,101.00	Status: Open

Subcontract	Vendor	Current Contract	Billed	Paid	Retainage	Current Due	To Be Billed	Status: Open
Job: 13-5860 BCBSA Office 438								
13-5860001	Electrical-Building	8,666.00	8,666.00	8,666.00	0.00	0.00	0.00	
13-5860002	Finish Hardware	1,280.00	1,280.00	1,280.00	0.00	0.00	0.00	
13-5860003	Miscellaneous Glazing	650.00	650.00	650.00	0.00	0.00	0.00	
		10,596.00	10,596.00	10,596.00	0.00	0.00	0.00	Status: Open

Subcontract	Vendor	Current Contract	Billed	Paid	Retainage	Current Due	To Be Billed	Status: Open
Job: 13-5896 Fire Alarm Valve for Hines								
		10,596.00	10,596.00	10,596.00	0.00	0.00	0.00	Status: Open

All Jobs All Vendors Through: 01/13
 Job Status: Open Sales and VAT Taxes Not Included Use Taxes Not Included

Subcontract	Vendor	Current Contract	Billed	Paid	Retainage	Current Due	To Be Billed	Status: Open
- Continued								
Job: 13-5896 Fire Alarm Valve for Hines								
13-5896001 Fire Protection	13364 F.E. Moran Inc, Fire Protection of Northern Illinois	1,109.00	1,109.00	0.00	0.00	1,109.00	0.00	
13-5896002 Electrical-Building	17797 Prime Electric, Inc.	1,702.00	1,702.00	0.00	0.00	1,702.00	0.00	
		2,811.00	2,811.00	0.00	0.00	2,811.00	0.00	Status: Open
Job: 99-7799 VIEWPOINT TRAINING PROJECT								
997799541-	8541 Horizon Group Inc.	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00	0.00	0.00	0.00	0.00	0.00	Status: Open

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.C1549

2013 JOB ORDER CONTRACTING

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 Leopardo Companies, Inc.

Submitted By James A. Leopardo

Title Chief Executive Officer

Permanent Main Office Address 5200 Prairie Stone Pkwy., Hoffman Estates, IL 60192

Local Address 333 W. Wacker Dr., Suite 250
Chicago, IL 60606

Local Telephone No. and FAX No. 312.332.7570 | 312.332.7571

How many years operating as contractor for work of this nature? 33

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

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.	University of Illinois at Chicago	\$12,000,000 (max. potential)	2012	Interior Renovations – Indefinite Quantity
2.	Cook County – Based on City Contract 15038	\$12,000,000 (max. potential)	2011	Interior Renovations – Indefinite Quantity
3.	City of Chicago – Department of General Services	\$48,000,000 (max. potential)	2007	Indefinite Quantity Contract – Still Active
4.	United States Postal Service	\$9,900,000 (max. potential)	2011	Interior Renovations – Indefinite Quantity
5.	Public Building Commission	\$60,000,000 (max. potential)	2009	Interior Renovations – Indefinite Quantity
6.	Lake Zurich Carrier Annex	\$367,693.00	2011	Interior Renovation
7.	Dept of General Services – 2350 W. Ogden Phase 1A	\$1,312,607	2010	Interior Renovation
8.	Department of Corrections	\$1,500,000	2013	Interior Renovation

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1549
2013 JOB ORDER CONTRACTING

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 Leopardo Companies, Inc.
- (b) State and City in which incorporated Hoffman Estates, IL
- (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
5200 Prairie Stone Parkway, Hoffman Estates, IL 60192

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

James A. Leopardo	Chief Executive Officer
Name John Ward	Title Chief Financial Officer
Name	Title

If submitted by a partnership:

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

If submitted by an individual:

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



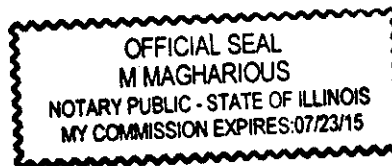
Signature of Affiant

Subscribed and sworn to before me this 30th day of January 2013



Notary Public
My Commission expires: 07/23/15

(SEAL)



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1549C

PERFORMANCE AND PAYMENT BOND

Contract No. C1549C

Bond No. 929566344

KNOW ALL MEN BY THESE PRESENTS, that we, Leopardo Companies, Inc
a corporation organized and existing under the laws of the State of Illinois, with offices in the City of
Chicago, State of Illinois, as _____ Corporate _____ Principal, and
Continental Casualty Company,

a corporation organized and existing under the laws of the State of Illinois _____, 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 Three Million Dollars and No Cents (\$3,000,000.00)
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 February 13, 2013, for the fabrication, delivery, performance and
installation of

2013 Job Order Contracting (JOC Program)
Facilities Renovation and Site Development Work
Project# 00000

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

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PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1549C

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 Three Million Dollars and No Cents (\$3,000,000.00), 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. C1549C

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this February 15, 2013, 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

CORPORATE SEAL

ATTEST:



BY [Signature]
John D. WARD, JR
Secretary
Title

Leopardo Companies, Inc.
Corporate Principal
BY [Signature]
RICHARD S. MACCLODA
President
Title

333 W. Wacker Drive, Suite 250
Chicago, IL 60606

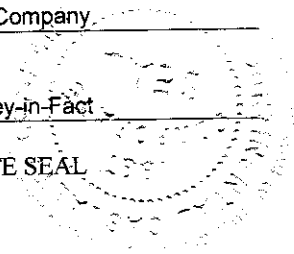
BY [Signature]

Continental Casualty Company
Corporate Surety
Carl Dohn, Jr., Attorney-in-Fact
Title

Business Address & Telephone
801 Warrenville Road, Suite 700
Lisle, IL 60532

FOR CLAIMS (Please Print):
Contact Name: Carl Dohn, Jr.

CORPORATE SEAL



Business Address: 4811 Emerson Ave., Suite 102, Palatine, IL 60067

Telephone: 847-303-6800 Fax: 847-303-6963

The rate of premium of this Bond is \$ 9.00/6.75/5.6/5.00 per thousand. **
Total amount of premium charged is \$ 19,900.00 **

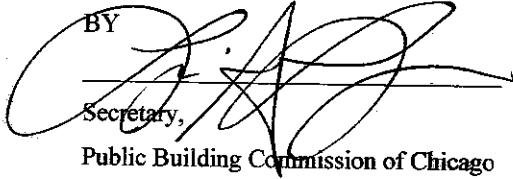
* The current power of attorney for the persons who sign for any surety company shall be attached to this Bond. Such power of attorney shall be sealed and certified with a "first-hand signature" by an officer of the surety. The Commission will not accept a facsimile signature.

** Must be filled in by the Corporate Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1549C

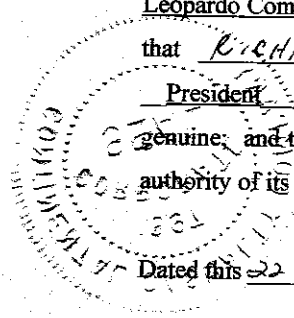
BOND APPROVAL

BY 
Secretary,
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

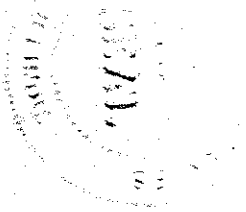


I, JOHN D. WARD, JR., certify that I am the _____ Secretary of Leopardo Companies, Inc. corporation named as Principal in the foregoing performance and payment bond, that RICHARD S. MATTIOLA who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, 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 22 day of FEB, 2013.

CORPORATE SEAL



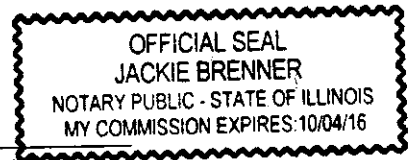
STATE OF Illinois
COUNTY OF Cook

On this 15th day of February 2013, before me came Carl Dohn Jr., who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he/she is the therein described and authorized Attorney-in-Fact Continental Casualty Company at the seal affixed to said instrument is the Corporate Seal of said Company.

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

Notary Public

Jackie Brenner



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

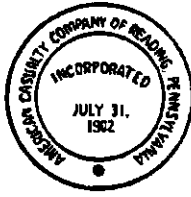
of Palatine, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 8th day of June, 2012.



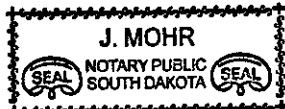
Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 8th day of June, 2012, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2015

J. Mohr

J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 15th day of February, 2013.



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

D. Bult

D. Bult Assistant Secretary

CNASURETY

801 Warrenville Road, Suite 700, Lisle, IL 60532

Hannah Niziolek, AFSB

Underwriting Consultant

Telephone 630-719-6343

Facsimile 630-719-3305

Internet hannah.niziolek@cnasurety.com

January 25, 2013

Public Building Commission of Chicago
50 West Washington Street
Chicago, IL 60602

RE: Leopardo Companies, Inc., Hoffman Estates, IL
Contract No. C1549 – 2013 Job Order Contracting

To Whom It May Concern:

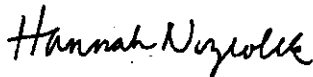
We are writing to you at the request of Leopardo Companies.

Leopardo has been a valued CNA Surety customer since 1982. Leopardo has or is about to submit a proposal for the PBC JOC. If a contract for this work is awarded to Leopardo, it is our present intention to become surety on the performance bond and labor and material bond required by the contract.

We continue to be confident in Leopardo's ability to perform and we recommend them for your favorable consideration.

Any arrangement for bonds required by the contract is a matter between Leopardo and the surety and we assume no liability to you or your third parties, if for any reason we do not execute these bonds.

Best regards,



Hannah Niziolek
Underwriting Consultant

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Carl Dohn Jr, William P Maher, Patsy Collazo, Karen Dohn, Gary W Petrie, Jeffrey S Moore, Jacqueline Brenner, Susan Murray, Individually

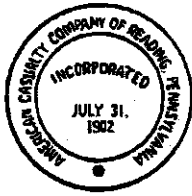
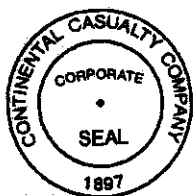
of Palatine, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 31st day of August, 2012.

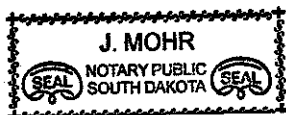


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 31st day of August, 2012, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2015

J. Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 25 day of January, 2013.

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

D. Bult
D. Bult Assistant Secretary



Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY: . . . 5

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

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

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

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

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/29/2013

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

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


PRODUCER Cevaal Insurance Agency, Inc. 475 N. Main Street Glen Ellyn IL 60137	CONTACT NAME: Samantha Thanos	
	PHONE (A/C, No, Ext): (630) 790-4590	FAX (A/C, No): (630) 790-4599
E-MAIL ADDRESS: samantha@cevaalinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Group		
INSURER B: Arch Specialty Insurance Co.		21199
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 12.13 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	DT-CO-6A991749-PHX	11/19/2012	11/19/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	X	X	DT-810-6A991749-COF	11/19/2012	11/19/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Towing and labor - PPT \$ 50
A	UMBRELLA LIAB			DTSM-CUP-6A991749-IND	11/19/2012	11/19/2013	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB						OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	DTS-UB-6A99174-9	11/19/2012	11/19/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Liability			UXP0047133-01	11/19/2012	11/19/2013	\$15,000,000/\$15,000,000 Occ/Agg
A	Excess Liability			ZUP-14N04878-12-NF	11/19/2012	11/19/2013	\$13,000,000/\$13,000,000 Occ/Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: For Presentation Purposes Only
 Public Building Commission of Chicago - Contract No.C1549 - 2013 Job Order Contracting
 It is agreed that the following are listed as additional insured with respects to the general liability and business auto policies, coverage is provided on a primary and non-contributory basis as required by written contract.
 Waiver of subrogation applies to the general liability, business auto and workers compensation policies in favor of the above referenced additional insured as required by written contract.

CERTIFICATE HOLDER Public Building Commission of Chicago	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Steven Cevaal/BC 

COMMENTS/REMARKS

The following forms provide requested coverage: CGD2460805; CGD2700110; CGD2110104;
CGD3161111; CAT3530212; WC00031300; WC99064600001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
5. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.C1549

2013 JOB ORDER CONTRACTING

DOCUMENT SUBMITTAL CHECKLIST

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

1. X Contractor's Bid
2. X Bid Guarantee
3. X Acceptance of the Bid ✓
4. X Bid Form 1 - Schedule of Prices
5. X Bid Form 1 - Basis of Award (Award Criteria)
6. X Affidavit of Non-Collusion ✓
7. X Affidavit of Uncompleted Work ✓
8. X Proof of Ability to Provide Bond ✓
9. X Proof of Ability to Provide Insurance ✓
10. X General Contractor's License ✓
12. _____ **Disclosure of Retained Parties** (The apparent low and the apparent 2nd low bidder must submit a fully executed Disclosure of Retained Parties within 5 days after bid opening).

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:

Applies when required by written contract

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

A. Section II – Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

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

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

**Designated Project
General Aggregate(s):**

Applies when required by written contract

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate Designated Project General Aggregate(s) are scheduled above.
 2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

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1. Any payments made under COVERAGE A. for damages or under COVERAGE C. for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C. Part 2. of SECTION III -- LIMITS OF INSURANCE is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under Coverage B; and
 - b. Damages from "occurrences" under COVERAGE A (SECTION I) and for all medical expenses caused by accidents under COVERAGE C (SECTION I) which cannot be attributed only to operations at a single designated "project" shown in the SCHEDULE above.
- D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.
- E. For the purposes of this endorsement the Definitions Section is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F. The provisions of SECTION III -- LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> A. Aircraft Chartered With Pilot B. Damage To Premises Rented To You C. Increased Supplementary Payments D. Incidental Medical Malpractice E. Who Is An Insured – Newly Acquired Or Formed Organizations F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | <ul style="list-style-type: none"> H. Blanket Additional Insured – Lessors Of Leased Equipment I. Blanket Additional Insured – States Or Political Subdivisions – Permits J. Knowledge And Notice Of Occurrence Or Offense K. Unintentional Omission L. Blanket Waiver Of Subrogation M. Amended Bodily Injury Definition N. Contractual Liability – Railroads |
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PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE:**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
 - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.
4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
5. The following is added to the **DEFINITIONS** Section:
- "Premises damage" means "property damage" to:
- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
 - b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.
6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**
- (b) That is insurance for "premises damage"; or
7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE:**
 - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES:**
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.
2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED:**

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

 - (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
 - (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
 - b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
 - c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.
- I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or

- (iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---------------------------------------------------------------------|-----------------------------------------------------------------------|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

COMMERCIAL AUTO

2. The following replaces Paragraph b. in **B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – LIABILITY COVERAGE:**

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – LIABILITY COVERAGE:**

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:**

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.**

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limit Of Insurance, of SECTION II – LIABILITY COVERAGE,** and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00)-

POLICY NUMBER: DTS-UB-6A99174-9

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

Any person, that you agree in a written contract to provide a waiver of subrogation, provided that the written contract:

- Was signed and executed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or advertising injury" offense is omitted.

DESIGNATED ORGANIZATION:

Any organization, that you agree in a written contract to provide a waiver of subrogation, provided that the written contract:

- Was signed and executed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or advertising injury" offense is omitted.

DATE OF ISSUE: 11-19-2012 ST ASSIGN:



Policy Number: DTS-UB-6A99174-9

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 46 (00)

POLICY NUMBER:

ILLINOIS AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Illinois is shown in Item 3.A. of the Information Page. Exclusion C., 1., of Part Two (Employers Liability) of the policy is replaced by the following:

C. Exclusions

1. is replaced by:

1. liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner.

This exclusion also does not apply to your liability to a third party by reason of a claim or suit against you by that third party for contribution under the Illinois Joint Tortfeasor Contribution Act for damages claimed against such third party as a result of injury to your employee if such liability is otherwise covered under this Part Two of the policy, and you have that liability because you have waived, in a written contract, your right to limit such liability to the amount of the workers compensation benefits paid for that injured employee under the Illinois Workers Compensation Act. This exception only applies to bodily injury by accident that occurs after that contract was made and to bodily injury by disease caused or aggravated by conditions to which the injured employee's last day of exposure occurs after that contract was made.

**City of Chicago
Department of Buildings
General Contractor's Licenses**

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

LEOPARDO COMPANIES INC
5200 PRAIRIE STONE PARKWAY
HOFFMAN EST IL 60192-

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04176

CERTIFICATE NUMBER: GC04176-9

FEE: \$ 2000

DATE ISSUED: 02/20/2012

DATE EXPIRES: 03/31/2013

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.

Rahm Emanuel

Rahm Emanuel
Mayor

Michael Merchant

Michael Merchant
Commissioner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/15/2013

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

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

PRODUCER Cevaal Insurance Agency, Inc. 475 N. Main Street Glen Ellyn IL 60137	CONTACT NAME: Samantha Thanos	PHONE (A/C, No, Ext): (630) 790-4590	FAX (A/C, No): (630) 790-4599
	E-MAIL ADDRESS: samantha@cevaalinsurance.com		
INSURED Leopardo Companies Inc 5200 Prairie Stone Parkway Hoffman Estates IL 60192	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Group		
	INSURER B: Arch Specialty Insurance Co.		21199
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 12.13 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X	DT-CO-6A991749-PHX	11/19/2012	11/19/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	X X	DT-810-6A991749-COF	11/19/2012	11/19/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Towing and labor - PPT \$ 50
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	DTS-UB-6A99174-9	11/19/2012	11/19/2013	<input checked="" type="checkbox"/> W/ STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Liability		UXP0047133-01	11/19/2012	11/19/2013	\$15,000,000/\$15,000,000 Occ/Agg
A	Excess Liability		ZUP-14NC4878-12-NF	11/19/2012	11/19/2013	\$13,000,000/\$13,000,000 Occ/Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Project #13-6005 - Contract No. C1549c
 It is agreed that the following are listed as additional insured with respects to the general liability and business auto policies, coverage is provided on a primary and non-contributory basis:
 -Public Building Commission of Chicago, the City of Chicago, User Agency
 Waiver of subrogation applies to the general liability, business auto and workers compensation policies in favor of the above referenced additional insured.
 The following forms provide requested coverage: CGD2460805; CGD2700110; CGD2110104; CGD3161111;

CERTIFICATE HOLDER ok eryan 2/26/13 City of Chicago Public Building Commission Procurement Department Richard J. Daley Center Room 200 Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

COMMENTS/REMARKS

CAT3530212; WC00031300; WC99064600001

OFREMARK

COPYRIGHT 2000, AMS SERVICES INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

POLICY NUMBER: DT-CO-6A991749-PHX

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 11-19-2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

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

SCHEDULE

Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:

Applies when required by written contract

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

A. Section II – Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

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

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

POLICY NUMBER: DT-CO-6A991749-PHX

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 11-19-2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

Designated Project
General Aggregate(s):

Applies when required by written contract

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A. (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to operations at a single designated "project" shown in the Schedule above:
 1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate Designated Project General Aggregate(s) are scheduled above.
 2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A., except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under COVERAGE A. for damages or under COVERAGE C. for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A. (SECTION I), and for all medical expenses caused by accidents under COVERAGE C. (SECTION I), which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

DT-CO-6A991749-PHX
COMMERCIAL GENERAL LIABILITY

1. Any payments made under COVERAGE A. for damages or under COVERAGE C. for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C. Part 2. of SECTION III - LIMITS OF INSURANCE is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under Coverage B; and
 - b. Damages from "occurrences" under COVERAGE A (SECTION I) and for all medical expenses caused by accidents under COVERAGE C (SECTION I) which cannot be attributed only to operations at a single designated "project" shown in the SCHEDULE above.
- D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.
- E. For the purposes of this endorsement the Definitions Section is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F. The provisions of SECTION III - LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

Policy Number: DT-CO-6A991749-PHX

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> A. Aircraft Chartered With Pilot B. Damage To Premises Rented To You C. Increased Supplementary Payments D. Incidental Medical Malpractice E. Who Is An Insured – Newly Acquired Or Formed Organizations F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | <ul style="list-style-type: none"> H. Blanket Additional Insured – Lessors Of Leased Equipment I. Blanket Additional Insured – States Or Political Subdivisions – Permits J. Knowledge And Notice Of Occurrence Or Offense K. Unintentional Omission L. Blanket Waiver Of Subrogation M. Amended Bodily Injury Definition N. Contractual Liability – Railroads |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

PROVISIONS**A. AIRCRAFT CHARTERED WITH PILOT**

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

3. The following replaces Paragraph 6, of **SECTION III – LIMITS OF INSURANCE:**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

(b) That is insurance for "premises damage";
or

7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE:**

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE:**

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED:**

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the Insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company; or

(iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed; subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---------------------------------------------------------------------|-----------------------------------------------------------------------|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00)-**

POLICY NUMBER: DTS-UB-6A99174-9

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

Any person, that you agree in a written contract to provide a waiver of subrogation, provided that the written contract:

- Was signed and executed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or advertising injury" offense is omitted.

DESIGNATED ORGANIZATION:

Any organization, that you agree in a written contract to provide a waiver of subrogation, provided that the written contract:

- Was signed and executed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or advertising injury" offense is omitted.

DATE OF ISSUE: 11-19-2012 ST ASSIGN:



Policy Number: DTS-UB-6A99174-9

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 46 (00)**

POLICY NUMBER:

ILLINOIS AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Illinois is shown in Item 3.A. of the Information Page. Exclusion C., 1., of Part Two (Employers Liability) of the policy is replaced by the following:

C. Exclusions

1. is replaced by:

- 1. liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner.**

This exclusion also does not apply to your liability to a third party by reason of a claim or suit against you by that third party for contribution under the Illinois Joint Tortfeasor Contribution Act for damages claimed against such third party as a result of injury to your employee if such liability is otherwise covered under this Part Two of the policy, and you have that liability because you have waived, in a written contract, your right to limit such liability to the amount of the workers compensation benefits paid for that injured employee under the Illinois Workers Compensation Act. This exception only applies to bodily injury by accident that occurs after that contract was made and to bodily injury by disease caused or aggravated by conditions to which the injured employee's last day of exposure occurs after that contract was made.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MS

DATE (MM/DD/YYYY)

02/26/13

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

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

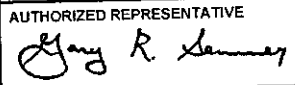
PRODUCER Esser Hayes Insurance Grp - GE 1811 High Grove, Suite 139 Naperville, IL 60540-9100 Gary R. Semmer	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: LEOPA-1	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Leopardo Companies, Inc. 5200 Prairie Stone Parkway Hoffman Estates, IL 60192	INSURER A: Steadfast Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
		NAIC # 26387

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				V.C. STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Contractors Prof. & Pollution Liab.		EOC948615101 (CLAIMS MADE)	05/19/12	05/19/13	Ea Claim 5,000,000 Aggregate 5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: LCI #13-6005/2013 PBC JOC CONTRACT.

CERTIFICATE HOLDER PUBLIC BUILDING COMMISSION PROCUREMENT DEPARTMENT RICHARD J DALEY CENTER 50 W WASHINGTON, STE 200 CHICAGO, IL 60602	PUBLICB	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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