

PUBLIC BUILDING COMMISSION OF CHICAGO



AGREEMENT

CONTRACT NUMBER PS1961

WITH

OCA CONSTRUCTION, INC.

TO

SUPPLY, DELIVER, AND INSTALL FOUR-CLASSROOM MODULAR UNITS

FOR

2013 FULL DAY KINDERGARTEN BUILDING PROGRAM

VARIOUS CHICAGO PUBLIC SCHOOL SITES, CHICAGO, IL

Mayor Rahm Emanuel
Chairman

Erin Lavin Cabonargi
Executive Director

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

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EXECUTION PAGE

THIS AGREEMENT to supply, deliver and install four-classroom modular units at various Chicago Public School sites is effective as of May 14, 2013, but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and **OCA Construction, Inc.** with offices at 8434 Corcoran Road, Willow Springs, IL 60480, (the "**Seller**").

Background Information – Recitals

Whereas, the Commission requires the supply, delivery and installation of four-classroom Modular Units (the "Project") described in the Agreement, for the 2013 Full Day Kindergarten Program-Chicago Public Schools and desires to retain the Seller on the terms and conditions set forth in the Agreement to perform the Services that are necessary to complete the Project. The Seller desires to be so retained by the Commission and has represented to the Commission that the Seller has the knowledge, skill, experience and other resources necessary to perform the Services and complete the Project in the manner provided by the Agreement.

Whereas, the Seller has consulted with the Commission, reviewed this Agreement, and taken such other actions as the Seller deemed necessary or advisable to make itself fully acquainted with the scope and requirements of the Project and the Services. The Seller represents that it is qualified and competent by education, training and experience to supply, deliver and install four classroom modular classroom units and render the services necessary to complete the Project in accordance with standards of reasonable professional skill and diligence.

Whereas, the Commission has relied upon the Seller's representations in selecting the Seller.

Whereas, the Commission desires to incorporate the following Exhibits, which are attached hereto, into this Agreement:

**Exhibit A– Disclosure of Retained Parties
Exhibit B– Disclosure Affidavit
Exhibit C– Special Conditions
Exhibit D– Warranty**

NOW THEREFORE, in consideration of the agreements, covenants, representations, warranties, obligations and privileges set forth herein, and intending to be legally bound thereby, Commission and the Seller, agree as follows:

1. The Recitals and Exhibits set forth above constitute integral parts of this Agreement and are incorporated herein by reference.
2. The Seller has read and agrees to comply with all provisions of the Resolution passed by the Board of Commissioners of the Commission on June 12, 2012, concerning utilization of minority

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business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be amended from time to time, which Resolution is hereby incorporated in and made a part of this Agreement. By executing this Agreement, Seller acknowledges and agrees that Seller is familiar with the contents of such Resolution and will comply fully with all applicable portions thereof in performing the Services.

3. The Seller has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at http://www.pbcchicago.com/pdf/RES_PBC_ECR_Code_of_EthicsAmendOct32011_20110920.pdf, and is incorporated into this Agreement by reference.
4. The Seller agrees to cooperate fully and expeditiously with the PBC's Inspector General in all investigations or audits. The Seller agrees to provide all documents, data, files and other information and access to all witnesses specified by the PBC's Inspector General. This obligation applies to all officers, directors, agents, partners, and employees of the Seller. The Seller agrees to insert this provision in any subcontracts that it awards.
5. The Commission shall designate an Authorized Commission Representative as a primary contact for the delivery and installation of the furniture and equipment. The Seller must coordinate all deliveries and installation with the Authorized Commission Representative.

The Commission requires the Seller to use the Commission's electronic document management system in performing the Services under the Agreement. At the direction of the Commission, the Seller must follow the CW procedures and submit progress reports and other Deliverables through the CW System. The Seller must attend courses and receive training on the CW System provided by or on behalf of the Commission. Any costs incurred by Seller as a result of the attendance of Seller's personnel at CW System courses are not compensable by the Commission.

The Seller will submit periodic invoices for progress payments in the manner and amounts as provided in Schedule B of this Agreement for the sale, delivery and installation of four classroom modular units. The final invoice will be paid after all Services required by this Agreement have been completed to the reasonable satisfaction of the Commission. Each invoice must be submitted in the format directed by the Commission. Payment will be processed within 30 days after the Commission receives an acceptable invoice from the Seller.

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NOW THEREFORE, the parties agree on the terms and conditions that follow:

PUBLIC BUILDING COMMISSION OF CHICAGO

R. Emanuel

Chairman

Date: _____

ATTEST:

[Signature]

Secretary

Date: 6/20/13

OCA CONSTRUCTION, INC:

Kelly Heneghan

President

Date: 5-28-13

AFFIX CORPORATE

SEAL, IF ANY, HERE

County of: Cook

State of: Illinois

Subscribed and sworn to before me by Kelly Heneghan and Jon O'Connor
on behalf of Seller this 30 day of May, 2013.

Meg Burke

Notary Public

My Commission expires:

(SEAL OF NOTARY)



Approved as to form and legality

June 7, 2013

Neal & Leroy, LLC

Date:

Anne L. Fredl

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TERMS AND CONDITIONS

1. Definitions. The following phrases have the same meanings for purposes of this Agreement.
 - a. **Agreement** means this agreement for the delivery and installation of four-classroom Modular Units, including all exhibits or documents attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made in accordance with the terms hereof.
 - b. **Commission** as herein referred to shall include the Public Building Commission of Chicago, the Commission's Chairman, Secretary, Assistant Secretary, Executive Director, Chief Development Officer, Director of Construction, Project Manager, or designated consultant or consultants, acting on behalf thereof, as designated by the Commission in writing, for the purpose of giving authorizations, instructions, and/or approval pursuant to this Agreement.
 - c. **Key Personnel** means those job titles and persons as identified in those positions as identified in Seller's proposal and accepted by the Commission.
 - d. **Seller** means the company or other entity identified in this agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of this Agreement.
 - e. **Project** means the supply, delivery and installation of four classroom modular units as specified in this Agreement.
 - f. **Services** means, collectively, the services, duties and responsibilities that are necessary to allow the Seller to provide the Services required by the Commission under this agreement.
 - g. **Sub-consultant** means a firm hired by the Seller to perform professional services related to the fabrication and/or installation of the proof and/or construction sign of the Project.
 - h. **User Agency** means the municipal corporation that requested the Commission to undertake the construction and/or improvement of the Project.
2. Incorporation of Documents. The documents identified below in this paragraph are hereby incorporated in and made a part of this Agreement. By executing this Agreement, Seller acknowledges and agrees that Seller is familiar with the contents of each of such documents and will comply fully with all applicable portions thereof in performing the Services.
 - a. Project Documents. The plans and specifications for the Project, to the extent that plans and specifications for the Project have been prepared, as set forth and described in this Agreement (the "Project Documents").
 - b. Policies Concerning MBE and WBE. The Commission's policies concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be revised from time to time.
3. Engagement and Standards for Performing Services.
 - a. Engagement. The Commission hereby engages the Seller, and the Seller hereby accepts such engagement, to provide the Services described in this agreement, as the same may be amended, in writing, from time to time by mutual agreement of the Commission and the Seller.

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b. Performance Standard. The Seller represents and agrees that the Services performed under this Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by Sellers performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement. If in the course of performing the Services, Seller identifies any condition, situation, issue or problem that may impact the performance of the Services or the Project, Seller shall promptly provide notice to the Commission. The Seller further promises that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Seller to perform the Services in the manner required by the Agreement.

c. Seller's Personnel. Seller must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Seller must maintain current copies of any such licenses and provide these copies upon request by the Commission. Seller remains responsible for the professional and technical accuracy of all Services furnished, whether by the Seller or others on its behalf. All deliverables will be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of the Agreement.

d. Confidentiality. Seller acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Seller must at all times use its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of its Services. Seller must at all times act in the best interests of the Commission and User Agency consistent with Seller's professional obligations assumed by Seller in entering into this Agreement. Seller promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests. Seller must perform all Services in accordance with the terms and conditions of this Agreement, to the reasonable satisfaction of the Commission.

e. Independent Seller. In performing the Services under this Agreement, Seller shall at all times be an independent Seller, and does not and must not act or represent itself as an agent or employee of the Commission or the User Agency. As an independent Seller, Contractor is solely and wholly responsible for determining the means and methods for performing the Services. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.

f. Limitations on Sub-Consultants. Seller must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.

g. Failure to Meet Performance Standard. If the Seller fails to comply with its obligations under the standards of the Agreement, the Seller must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve Seller of its responsibility to render the Services and deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Seller, either under the Agreement, at law or in equity.

h. Changes to the Services. The Commission may from time to time, request changes to the terms of the Agreement or in the Scope of Services of the Seller to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation and revisions to the

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duration of the Services, which are mutually agreed upon by and between the Commission and Seller, shall be incorporated in a written amendment to this Agreement. The Commission shall not be liable for any changes absent such written amendment.

4. Duties and Obligations of Seller

a. Nondiscrimination. The Seller agrees that in performing this Agreement it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 et. Seq. the Americans with Disabilities Act of 1990, 42 U.S.C. 12010 et. Seq. the Illinois Human Rights Act 775 ILCS 5/1-101 et. Seq. and the Public Works Employment Discrimination Act 775 ILCS 10/0.0 1 through 10/20, inclusive and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on June 12, 2012, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Seller will furnish such reports and information as requested by the Commission and the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.

b. Employment Procedures, Preferences and Compliances. Salaries of employees of Seller performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act). The Seller shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Seller, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Seller to the respective employees to whom they are due.

c. Compliance with Policies Concerning MBE and WBE. Without limiting the generality of the requirements of the policies of the Commission referred to in paragraph 2 above, the Seller agrees to use best efforts to utilize minority business enterprises for not less than twenty five percent (25%) for MBE and five percent (5%) for WBE of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2004, as amended on October 8, 2009 and June 12, 2012, concerning participation of minority business enterprises and women business enterprises on contracts awarded by the Commission and to furnish to the Commission, such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

d. Delays. The Seller agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Seller to complete the Services or any part of them after the time provided for the completion thereof herein shall in

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no way operate as a waiver on the part of the Commission of any of its rights hereunder.

e. Records. The Seller shall maintain accurate and complete records of expenditures, costs and time incurred by Seller in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Seller's offices upon reasonable notice during normal business hours. Seller shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.

f. Time of Essence. The Seller acknowledges and agrees that time is of the essence in the performance of this Agreement and that timely completion of the Services is vital to the completion of the Project by the Commission. Seller agrees to use its best efforts to expedite performance of the Services and performance of all other obligations of the Seller under this Agreement and any other agreements entered into by the Commission which are managed or administered by the Seller as a result of the Seller's engagement hereunder.

g. Document Control

The Commission has an on-line collaboration and document management system, (the "System"). The Architect shall use the System when providing its services to: track the Work, manage the Project, and follow the Commission's procedures for electronic submission and receipt of documents as directed by the Commission Representative. The System shall be the mode of conveyance and repository for all Project Record Documents. The Seller shall post all Project-related documents, including Record Documents, on the System. By executing its Contract, the Seller agrees to comply with all terms and conditions required by the Commission for the use of the System.

- i. Within 15 calendar days of the Notice to Proceed, the Seller shall designate an employee that will serve as its System Coordinator. The Seller's System Coordinator will be the point of contact for the Commission for implementation and support for the Seller's use of the System.
- ii. Employees of the Seller and its Subconsultants who will use the System must complete the training provided by the Commission. Each such employee must furnish a valid e-mail address to the Authorized Commission Representative prior to the training.
- iii. The System requires a broadband connection with the Internet (e.g., at a minimum, T1, cable modem, or DSL) for effective use. The Seller must furnish its own hardware and software, including, but not limited to, personal computers, peripheral software, virus protection software and high-speed document scanners. All written communication and document transmittal from the Seller to the Commission will occur via the System. In the event that hand signatures and/or stamps are required for the document, unless otherwise directed by the Authorized Commission Representative, the transmittal of such documents shall be made simultaneously via the System and hard copy; hard copy shall be transmitted as required by the Contract Documents. Signed and/or stamped documents must be scanned and uploaded to the System.
- iv. The Seller shall be solely responsible for its use of the System, as well as use of the System by its Subconsultants.
- v. The Seller shall submit all invoices in electronic format using the PBC's on-line collaboration and

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document management system. The Seller will receive training for the utilization of the system by the Commission. All submitted invoices shall include a cover page as provided by the Commission.

h. Compliance with Laws. In performing its engagement under this Agreement, the Seller shall comply with all applicable federal, state and local laws, including but not limited to, those referenced in subparagraphs (a) and (b) above and in the documents referred to in paragraph 2 and 3 of this Agreement.

i. Progress Meetings. Meetings to discuss the progress of the Project and/or to review the performance of the Seller may be scheduled upon the Commission's request, at mutually agreeable times and locations, and the Seller agrees to cause such meetings to be attended by appropriate personnel of the Seller engaged in performing or knowledgeable of the Services.

j. Defects in Project. The Seller shall notify the Commission immediately in the event the Seller obtains knowledge of a defect in the Project or circumstances which could result in a Project delay or cost overrun.

5. Term.

a. The term of this Agreement shall begin upon the final execution of this Agreement, and, subject to the provisions of subparagraph (b) below, shall expire upon completion of the Services and acceptance thereof by the Commission or, if the Services are of an ongoing nature, on the completion date specified in such Request for Services. The Commission and the Seller may, from time to time, by mutual agreement, extend the term of this Agreement by amending this Agreement.

b. The Commission shall have the right, at any time, to terminate the term of this Agreement, with or without cause, by written notice given to the Seller at least thirty (30) days prior to the effective date of termination. In addition, the Commission shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Seller hereunder with respect to all or any part of the Services, by written notice given to the Seller at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Seller from liability for the performance of any obligation of the Seller under this Agreement performed or to have been performed by the Seller on or before the effective date of termination or suspension. Provided the Seller is not in default under this Agreement at the time of termination or suspension, the Commission agrees to pay to the Seller, in accordance with the terms of this Agreement, all compensation due to the Seller for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to the Seller for any loss, cost or damage which the Seller or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided herein; provided, however, that the Commission may, in its sole discretion, reimburse the Seller for actual expenses approved by the Commission.

c. If the Project, in whole or substantial part, is stopped for a period longer than thirty (30) days under an order of any court or other governmental authority having jurisdiction of the Project, or as a result of an act of government, such as a declaration of national emergency making materials unavailable, through no act or fault of the Seller, or if the Commission fails to make any payment or perform any other obligation hereunder, the Seller shall have the right to terminate this agreement, by written notice given to the Commission at least seven (7) days prior to the effective date of termination, and shall have the right to recover from the Commission all compensation and reimbursements due to the Seller for periods up to the effective date of termination.

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6. Compensation of Seller; Reimbursement for Expenses. The Commission shall compensate the Seller for the Services in the manner set forth Schedule B of this Agreement.

7. Rights and Obligations of Commission. In connection with the administration of the Project by the Commission and the performance of this Agreement by the Seller, the Commission shall have the following rights and obligations, in addition to those provided elsewhere in this Agreement:

a. Information. The Commission shall provide the Seller all reasonably requested information concerning the Commission's requirements for the Project and the Services.

b. Review of Documents. Subject to the provisions of subparagraph 4 (d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Seller and render decisions pertaining thereto with reasonable promptness.

c. Designated Representatives. The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.

d. Ownership of Documents. All documents, data, studies and reports prepared by the Seller or any party engaged by the Seller, pertaining to the Project and/or the Services shall be the property of the Commission including copyrights.

e. Audits. The Commission shall have the right to audit the books of the Seller on all subjects relating to the Project and/or the Services.

8. Indemnification of Commission. The Seller hereby agrees to indemnify, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that may arise out of or be based on any injury to persons or property that is or is claimed to be the result of an error, omission or act of the Seller or any person employed by the Seller to the maximum extent permitted by applicable law.

9. Insurance to be Maintained by Seller. The Seller shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, the User Agency and the Seller, insurance coverage as set forth in Schedule C of this agreement.

10. Default.

a. Events of Default. Any one or more of the following occurrences shall constitute an Event of Default under this Agreement:

i. Failure or refusal on the part of the Seller duly to observe or perform any obligation or agreement on the part of the Seller contained in this Agreement, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice thereof shall have been give to the Seller by the Commission;

ii. Failure of Seller to perform the Services to the standard of performance set forth in this Agreement;

iii. Any representation or warranty of the Seller set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made

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or furnished;

iv. The Seller becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or

v. There shall be commenced any proceeding against the Seller seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without the Seller's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Seller's assets and properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.

b. Remedies. If an Event of Default shall occur and be continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and shall have, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to the Seller, in which event the Commission shall have no further obligations hereunder or liability to the Seller except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No course of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.

c. Remedies not Exclusive. No right or remedy herein conferred upon or reserved to the Commission is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

11. Disputes.

a. General. All disputes arising under, related to or in connection with the terms of this Agreement or its interpretation, whether involving law or fact or both, including without limitation questions concerning permissibility of compensation, and all claims for alleged breach of contract, shall be presented in writing to the Executive Director for final determination.

b. Procedure. Requests for determination of disputes will be made by the Seller in writing specifically referencing this Section, and will include: 1) the issue(s) presented for resolution; 2) a statement of the respective positions of the Seller and the Project Manager; 3) the facts underlying the dispute; 4) reference to the applicable provisions of the Agreement by page and section; 5) identify any other parties believed to be necessary to the resolution; and 6) all documentation which describes and relates to the dispute. Seller will promptly provide the Executive Director with a copy of the request for determination of the dispute. The Project Manager will have thirty (30) business days to respond in writing to the dispute by supplementing the submission or providing its own submission to the Executive Director. Failure by the

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Project Manager to respond will not be deemed to be an admission of any allegations made in the request for dispute resolution, but will be deemed to constitute a waiver of the opportunity to respond to such allegation(s), if any. The Executive Director's decision may thereafter be reached in accordance with such other information or assistance as she or he may deem reasonable, necessary or desirable.

c. Effect. The Executive Director's final decision will be rendered in writing no more than forty-five (45) business days after receipt of the response by the Project Manager was filed or was due unless the Executive Director notifies the Seller that additional time for the decision is necessary. The Executive Director's decision will be conclusive, final, and binding on all parties. Seller must follow the procedures set out in this Section and receive the Executive Director's final decision as a condition precedent to filing a complaint in the Circuit Court of Cook County or any other court.

The Seller will not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period. The Executive Director's written determination will be complied with pending final resolution of the dispute.

12. Confidentiality. All of the reports, information, or data prepared or assembled by the Seller under this Agreement are confidential, and the Seller agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Seller shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project or the Services.

13. Assignment. The Seller acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Seller and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Seller, in whole or in part, without the prior written approval of the Commission. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Seller.

14. Personnel. The Seller further acknowledges that the Seller has represented to the Commission the availability of certain members of the Seller's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members, the Seller shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members of the Seller's staff, to the Project.

15. Relationship of Parties. The relationship of the Seller to the Commission hereunder is that of an independent Seller, and the Seller, except to the extent expressly provided to the contrary in this agreement, shall have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. This Agreement shall not be construed as an agreement of partnership, joint venture, or agency.

16. Miscellaneous.

a. Counterparts. This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.

b. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. This Agreement shall not be modified, amended or in any way altered except by an

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instrument in writing signed by both of the parties hereto.

c. Force Majeure. Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Seller under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Seller is not in default of any obligation of the Seller hereunder, the Commission shall pay to the Seller, according to the terms hereof, all compensation and reimbursements due to the Seller for periods up to the effective date of suspension.

d. Governing Law. This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.

e. No Waiver. The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.

f. Notices. All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Seller at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Seller may, from time to time, change the address to which notices hereunder shall be sent by giving notice to the other party in the manner provided in this subparagraph.

g. Severability. In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

h. Successors and Assigns. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

i. Seller's Authority. Execution of this Agreement by the Seller is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signature(s) of each person signing on behalf of the Seller have been made with complete and full authority to commit the Seller to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

**SUPPLY, DELIVERY AND INSTALL OF FOUR-CLASSROOM MODULAR UNITS
FOR 2013 FULL DAY KINDERGARTEN PROGRAM - CHICAGO PUBLIC SCHOOLS
PS1961**

**SCHEDULE A
SERVICES**

A.1 The Seller will provide Services of supplying, delivering and installing of four-classroom modular units as outlined below and determined by the Commission.

The scope of work includes, but is not limited to the following services:

1. Fabrication, delivery and installation of one new approximately 4,700 SF, 4-classroom modular building at each site. Each building is a 5-plex unit. Each modular building is to arrive at the delivery locations specified in A.8 which will be assembled on site. Work includes mechanical, electrical, and fire suppression work.
2. Performance of all carpentry and roof connections for mating. Connect all electrical branch feeds but not including the main services, subpanels or HVAC units. Additionally, conduit systems and low voltage systems are not included. Drop all sprinkler heads to the ceiling grid and have the sprinkler mains brought to the mechanical room.
3. Fabrication, delivery and installation of exterior window guards at all modular building windows.

A.2 The term of this Agreement will expire when all Services required by this Agreement have been completed to the reasonable satisfaction of the Commission.

A.3 The Seller must identify a primary point of contact for the Services and provide contact information to the Commission.

A.4 The Commission shall designate an Authorized Commission Representative as a primary contact for the delivery and installation of the up to seven (7) four classroom modular units. The Seller must coordinate all deliveries and installation with the Authorized Commission Representative.

A.5 In this Schedule A, regardless of whether a time limit is specified for particular tasks or duties, it is intended that the Seller will perform its Services promptly, with sufficient staffing, and all in accordance with the standard of performance in this Agreement.

A.6 **AUTHORIZED COMMISSION REPRESENTATIVE:** Ivan Hansen

A.7 **DELIVERY DATE:** Commencement Date: June 20, 2013 and no later than July 19, 2013.

A.8 **DELIVERY LOCATIONS:**

A.8.1 Josephine Locke Elementary School
2828 North Oak Park, Chicago, IL

A.8.2 Everett McKinley Dirksen Elementary School
8601 West Foster Avenue, Chicago, IL

A.8.3 Mary Lyon Elementary School
2941 North McVicker Avenue, Chicago, IL

**SUPPLY, DELIVERY AND INSTALL OF FOUR-CLASSROOM MODULAR UNITS
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- A.8.4 William P. Gray Elementary School
3730 North Laramie Avenue, Chicago, IL
- A.8.5 Little Village Academy Elementary School
2620 South Lawndale Avenue, Chicago, IL
- A.8.6 Enrique Tonti Elementary School
5815 South Homan Avenue, Chicago, IL

Coordinate in advance all deliveries with Authorized Commission Representative by email at Ivan.hansen@cityofchicago.org

**SUPPLY, DELIVERY AND INSTALL OF FOUR-CLASSROOM MODULAR UNITS
FOR 2013 FULL DAY KINDERGARTEN PROGRAM - CHICAGO PUBLIC SCHOOLS
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**SCHEDULE B
COMPENSATION**

B.1 SELLER'S FEE

B.1.1 The Commission shall pay the Seller for the satisfactory performance of the Services the total not to exceed sum of **\$4,951,100.00** for all work included in Schedule A, inclusive of direct and indirect expenses. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated amendments constitute the Seller's full fee for Services.

B.1.2. Seller's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.

B.2 METHOD OF PAYMENT

B.2.1 Invoicing Dates and Progress Payments:

a. May 15, 2013	15%
b. June 15, 2013	25%
c. July 15, 2013	25%
d. August 15, 2013	25%
e. September 15, 2013	10%

B.2.1.a. The Seller will submit invoices via Collaboration Workspace (CW) to the Commission's according to the dates in B.2.1 found above.

B.2.2 Invoices.

Once each month, the Seller will electronically submit each invoice to the Commission as detailed in the Terms and Conditions of this Agreement, Section 4. Duties and Obligations of Seller, Item g. Document Control. Each invoice shall reflect the agreed upon invoicing dates and progress payments outlined in B.2.1.

Each invoice must reference the contract number and be supported with such reasonable detail and data as the Commission may require, including detail and data related to Subconsultant costs. In accordance with

**SUPPLY, DELIVERY AND INSTALL OF FOUR-CLASSROOM MODULAR UNITS
FOR 2013 FULL DAY KINDERGARTEN PROGRAM - CHICAGO PUBLIC SCHOOLS
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the terms of the Agreement, the Seller must maintain complete documentation of all costs incurred for review and audit by the Commission or its designated audit representative(s). Each invoice must be submitted in the format directed by the Commission. Invoices must be accompanied by a progress report in a format acceptable to the Commission. Such progress report must identify any variances from budget or schedule and explain the reasons for such variances.

The Seller must attach MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice for review and approval. The report should indicate the current and cumulative payments to the MBE and WBE sub-consultants.

- B.2.3 Payment will be processed within 30 days after Commission receives an acceptable invoice from the Seller.
- B.2.4 Invoice Disputes. If the Commission disputes certain items in the Seller's invoices, the amount not disputed will be paid in full. The amount in question must be resolved in accordance with the Claim and Disputes provisions of this Agreement.

**SUPPLY, DELIVERY AND INSTALL OF FOUR-CLASSROOM MODULAR UNITS
FOR 2013 FULL DAY KINDERGARTEN PROGRAM - CHICAGO PUBLIC SCHOOLS
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SCHEDULE C

INSURANCE REQUIREMENTS

The Contractor must provide and maintain at Contractor's own expense, until expiration or termination of the Agreement and during the time period following expiration if Contractor is required to return and perform any additional work, the minimum insurance coverage and requirements specified below, insuring all operations related to the Agreement.

INSURANCE TO BE PROVIDED

C.1.1. Workers' Compensation and Employers Liability

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

C.1.2. Commercial General Liability

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago must be named as additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

C.1.3. Automobile Liability

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago must be named as additional insured on a primary, non-contributory basis.

C.2. ADDITIONAL REQUIREMENTS

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

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

The insurance must provide for 30 days prior written notice to be given to the Commission if any policies are canceled, substantially changed, or non-renewed.

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

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago, and their respective Board members, employees, elected and appointed officials, and representatives.

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

Any insurance or self-insurance programs maintained by the Commission do not contribute with insurance provided by the Contractor under the Agreement.

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

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

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

If Contractor or its subcontractors desire additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/26/2013

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 DAN M STUMPF (02341) 17605 S OAK PARK AVE STE C AND D TINLEY PARK, IL 60477-0000	CONTACT NAME: DAN M STUMPF PHONE (A/C No. Ext): 708-614-1688 FAX (A/C No.): 708-633-6492 E-MAIL ADDRESS: DANIEL.STUMPF@COUNTRYFINANCIAL.COM	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: COUNTRY Mutual Insurance Company		20990
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED 6273974 OCA CONSTRUCTION INC 8434 S CORCORAN WILLOW SPRINGS, IL 60480

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 INSR	SUBR WVD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AB1565941	10/6/2012	10/6/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		AB1565941 Covered on Gen Liab	10/6/2012	10/6/2013	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AU1565941	10/6/2012	10/6/2013	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 Y N/A	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AW1565940	10/6/2012	10/6/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

JOB NAME:

FULL DAY KINDERGARTEN MODULAR PROGRAM

(CONTINUED)

CERTIFICATE HOLDER**CANCELLATION**PUBLIC BUILDING COMMISSION
PRODUREMENT DEPARTMENT
RICHARD J DALEY CENTER
ROOM 200
CHICAGO, IL 60602ok eryl
4/26/13

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

Douglas M Bora

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY POLICY NUMBER AB1565941 CARRIER COUNTRY Mutual Insurance Company		NAMED INSURED OCA CONSTRUCTION INC 8434 S CORCORAN WILLOW SPRINGS, IL 60480 NAIC CODE 20990 EFFECTIVE DATE: 4/26/2013
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ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

REMARKS:

30 DAY NOTICE OF CANCELATION APPLIES

WAIVERS OF SUBROGATION ARE IN FAVOR OF THE CHICAGO BOARD

OF EDUCATION OF THE CITY OF CHICAGO, THE CITY OF CHICAGO, AND PUBLIC BUILDING COMMISSION

BUILDERS RISK COVERAGE - \$700,000

POLICY INFORMATION:

HIRED AUTOS LIMIT AND NON-OWNED AUTOS LIMIT ARE INCLUDED IN THE EACH OCCURRENCE LIMIT AND GENERAL AGGREGATE LIMIT OF THE GENERAL LIABILITY

WAIVERS:

SUBROGATION RIGHTS DIRECTLY AGAINST THE CERTIFICATE HOLDER ARE WAIVED WITH REGARD TO WORKERS COMPENSATION. THE INSURING COMPANY WAIVES ITS RIGHTS OF SUBROGATION (RIGHTS TO RECOVER) AGAINST THE CERTIFICATE HOLDER NAMED BELOW WITH RESPECT TO ANY PAYMENTS MADE FOR LIABILITY COVERAGE(S) UNDER THE POLICY(IES) SHOWN IN THE GENERAL LIABILITY SECTION OF THIS CERTIFICATE. THE INSURANCE AFFORDED BY THIS POLICY FOR THE ADDITIONAL INSURED(S) IS PRIMARY INSURANCE AND ANY OTHER INSURANCE MAINTAINED BY OR AVAILABLE TO THE ADDITIONAL INSURED(S) IS NON-CONTRIBUTORY.

ADDITIONAL INSURED(S):

BOARD OF EDUCATION OF THE CITY OF CHICAGO AND ITS BOARD MEMBERS, AGENTS, OFFICER, OFFICIALS, CONTRACTORS, AND EMPLOYEES (BOARD)

CITY OF CHICAGO, ITS AGENTS AND EMPLOYEES

PUBLIC BUILDING COMMISSION OF CHICAGO

WORKERS COMPENSATION EXCLUSIONS:

PROPRIETOR, PARTNER(S), EXECUTIVE OFFICER(S), MEMBERS(S) IS/ARE EXCLUDED ON WORKERS COMPENSATION BY ENDORSEMENT.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY
BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION INSURANCE POLICY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right to take direct action against the person or organization named in the Schedule below. This agreement applies only to the extent that you perform work for others who require you to obtain this agreement.

This agreement shall not operate to directly or indirectly benefit anyone not named in the Schedule. We maintain our right to assert a lien on any action taken by any person(s) against the person or organizations named in the Schedule.

SCHEDULE

Persons or organizations to whom a certificate of insurance has been issued and approved by us, and that certificate waives our rights of subrogation against the certificate holder under this policy and is in effect at the time of the occurrence.

POLICY NUMBER: AB1565941

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

EFFECTIVE DATE: 4/26/2013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
BOARD OF EDUCATION OF THE CITY OF CHICAGO AND ITS BOARD MEMBERS, AGENTS, OFFICER, OFFICIALS, CONTRACTORS, AND EMPLOYEES (BOARD) CITY OF CHICAGO, ITS AGENTS AND EMPLOYEES PUBLIC BUILDING COMMISSION OF CHICAGO	FULL DAY KINDERGARTEN MODULAR PROGRAM
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 person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and 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 for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: AB1565941

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

EFFECTIVE DATE: 4/26/2013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
BOARD OF EDUCATION OF THE CITY OF CHICAGO AND ITS BOARD MEMBERS, AGENTS, OFFICER, OFFICIALS, CONTRACTORS, AND EMPLOYEES (BOARD) CITY OF CHICAGO, IT'S AGENTS AND EMPLOYEES PUBLIC BUILDING COMMISSION OF CHICAGO	FULL DAY KINDERGARTEN MODULAR PROGRAM
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: AB1565941

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
(See following Schedule)

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Schedule for Endorsement

CG2404 FOR POLICY AB1565941

BOARD OF EDUCATION OF THE CITY OF CHICAGO AND ITS BOARD MEMBERS, AGENTS,
OFFICER, OFFICIALS, CONTRACTORS, AND EMPLOYEES (BOARD)

CITY OF CHICAGO, ITS AGENTS AND EMPLOYEES

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: OCA CONSTRUCTION INC

Endorsement Effective Date: 4/26/2013

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

BOARD OF EDUCATION OF THE CITY OF CHICAGO AND ITS BOARD MEMBERS, AGENTS,
OFFICER, OFFICIALS, CONTRACTORS, AND EMPLOYEES (BOARD)

CITY OF CHICAGO, ITS AGENTS AND EMPLOYEES
(Continued on following Schedule)

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

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Schedule for Endorsement

CA0444 FOR POLICY AB1565941

PUBLIC BUILDING COMMISSION OF CHICAGO

POLICY NUMBER: AB1565941

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 4/26/2013	Countersigned By <i>Douglas M. Bore</i> (Authorized Representative)
Named Insured: OCA CONSTRUCTION INC	

SCHEDULE

Name of Person(s) or Organization(s): BOARD OF EDUCATION OF THE CITY OF CHICAGO AND ITS BOARD MEMBERS, AGENTS. (Continued on following Schedule)
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Schedule for Endorsement

CA2048 FOR POLICY AB1565941

OFFICER, OFFICIALS, CONTRACTORS, AND EMPLOYEES (BOARD)

CITY OF CHICAGO, ITS AGENTS AND EMPLOYEES

PUBLIC BUILDING COMMISSION OF CHICAGO

**SUPPLY, DELIVERY AND INSTALL OF FOUR-CLASSROOM MODULAR UNITS
FOR 2013 FULL DAY KINDERGARTEN PROGRAM - CHICAGO PUBLIC SCHOOLS
PS1961**

**EXHIBIT A
DISCLOSURE OF RETAINED PARTIES**

(Seller's Disclosure of Retained Parties Follows This Page)

DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

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

B. Certification

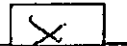
Consultant hereby certifies as follows:

1. This Disclosure relates to the following transaction: Full Day Kindergarten Modular Program
Description or goods or services to be provided under Contract: Modular Classrooms
2. Name of Consultant: N/A
3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract is listed below. Attach additional pages if necessary.

Retained Parties:

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

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



4. The Consultant understands and agrees as follows:

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

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

Kelly Heneghan
Signature

4-24-13

Date

Kelly Heneghan
Name (Type or Print)

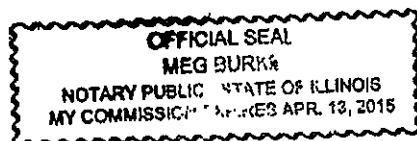
President

Title

Subscribed and sworn to before me

this 24 day of April 2013

Meg Burke
Notary Public



**SUPPLY, DELIVERY AND INSTALL OF FOUR-CLASSROOM MODULAR UNITS
FOR 2013 FULL DAY KINDERGARTEN PROGRAM - CHICAGO PUBLIC SCHOOLS
PS1961**

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

(Seller's Disclosure Affidavit Follows This Page)

DISCLOSURE AFFIDAVIT

Name: O.C.A. Construction, Inc.
Address: 8434 Corcoran Road, Willow Springs, IL 60480
Telephone No.: 708.839.5605
Federal Employer I.D. #: 36 3969188 Social Security #: _____

Nature of Transaction:

- ☐ Sale or purchase of land
☒ Construction Contract
☐ Professional Services Agreement
☐ Other

Instructions: FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Any firm proposing one of the above transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Kelly Heneghan, as President
(Name) (Title)
and on behalf of O.C.A. Construction, Inc.
("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer/Contractor is a: ☒ Corporation ☐ LLC
☐ Partnership ☐ LLP
☐ Joint Venture ☐ Not-for-Profit Corporation
☐ Sole Proprietorship ☐ Other

SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization Illinois

b. Authorized to do business in the State of Illinois: Yes ☐ No ☐

c. Names of all officers of corporation or LLC (or attach list):
Names of all directors of corporation or LLC (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>Kelly Heneghan</u>	<u>President</u>	<u></u>	<u></u>
<u>Jon O'Connor</u>	<u>Vice President</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>

d. Indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
<u>Kelly Heneghan</u>	<u>8434 Corcoran Road Willow Springs, IL</u>	<u>51</u> %
<u>Jon O'Connor</u>	<u>8434 Corcoran Road Willow Springs, IL</u>	<u>49</u> %
<u></u>	<u></u>	<u></u> %

e. For LLC's, state whether member-managed or identify managing member:

f. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?
Yes ☐ No ☐

If "yes" provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.

SECTION 2. PARTNERSHIPS

- a. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

Name of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [] No []
If NO, complete items b. and c. of this Section 3.

- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

Name(s)	Address(es)
_____	_____
_____	_____
_____	_____

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

Name(s)	Address(es)
---------	-------------

_____	_____
_____	_____
_____	_____

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

b. Name of all officers and directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in

violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.³

3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
 - d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been

convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.

3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements [(Section II (C))], the Contractor shall explain below. Attach additional pages if necessary.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

D. OTHER TAXES/FEEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and attach additional sheets if necessary.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

E. PUNISHMENT

A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
 2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.
- _____

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction^s; (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in Paragraph A of Section III, identify any exceptions:

(Attach additional pages of explanation to this Disclosure Affidavit, if necessary.)

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.

- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

IV. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

V. VERIFICATION

Under penalty or perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Procurement, 50 W. Washington, Room 200, Chicago, IL 60602.

Kelly Heneghan
Signature of Authorized Officer

Kelly Heneghan

Name of Authorized Officer (Print or Type)

President

Title

708.839.5605

Telephone Number

State of Illinois

County of Cook

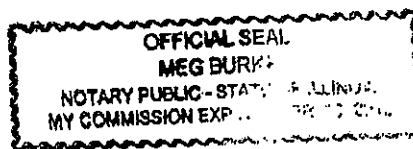
Signed and sworn to before me on this 24 day of April, 2013 by

Kelly Heneghan (Name) as President (Title) of

O.C.R. Construction, Inc. (Bidder/Proposer or Contractor)

Meg Burke

Notary Public Signature and Seal



Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.
2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. - see 720 ILCS 5/33-E-3.
3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.
5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*); (4) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

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FOR 2013 FULL DAY KINDERGARTEN PROGRAM - CHICAGO PUBLIC SCHOOLS
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**EXHIBIT C
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES**

1. Policy Statement

- a. It is the policy of the Commission to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Consultant must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract.
- b. The Commission requires the Consultant also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.
- c. The Commission requires the Consultant to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Construction Contracts to MBEs and 5% of the annual dollar value of all Commission Construction Contracts to WBEs.
- b. Further, the Consultant must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value by 10% of the initial Contract value or \$50,000, whichever is less. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification.
- c. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Consultant or such other remedy, as the Commission deems appropriate.

3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:

(1) "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.

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PS1961**

(2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.

(3) "Professional Service Contract" means a contract for professional services of any type.

(4) "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform and anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.

(5) "Consultant" means any person or business entity that seeks to enter into a Professional Services Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.

(6) "Executive Director" means the Executive Director of the Commission or his duly designated representative as appointed in writing.

(7) "Good faith efforts" means actions undertaken by a Consultant to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.

(8) "Joint venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.

(9) "Program" means the minority- and women-owned business enterprise professional service procurement program established in this special condition.

4. Determining MBE/WBE Utilization

The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:

- a. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.
- b. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward

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Cook must be submitted.

(2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Bidder's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Bidder must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Schedule B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.

(3) Schedule C: Letter of Intent to Perform as a Subconsultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture Subconsultant) must be submitted by the Bidder for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.

(4) Schedule D: Affidavit of Prime Consultant Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Bidder has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 23.01.10), the Bidder must include the specific dollar amount of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total base bid.

- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Bidder and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Bidders are prohibited.

6. Evaluation of Compliance Proposals

- a. During the period between bid opening and contract award, the Bidder's MBE/WBE compliance proposal will be evaluated by the Commission. The Bidder agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A bid may be treated as non-responsive by reason of the determination that the Bidder's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Bidder was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.
- b. If the Commission's review of a Bidder's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Bidder of the apparent deficiency and instruct the Bidder to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Bidder's proposal as non-responsive.
- c. Bidders will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to

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do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE subconsultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Bidder's MBE/WBE compliance proposal with the bid. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 23.01 should be followed.

- d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subconsultant that the supplies will be purchased by.

7. Request for Waiver

- a. If a Bidder is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the bid or proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Bidder's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:
 - (1) Attendance at the Pre-bid conference;
 - (2) The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
 - (3) Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-bids;
 - (4) Timely notification of specific sub-bids to minority and woman Consultant assistance agencies and associations;
 - (5) Description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
 - i. The name, address and telephone number of MBE and WBE firms contacted;
 - ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
 - iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
 - (6) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing

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to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation.

(7) As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion.

(8) Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.

(9) General efforts made to assist MBE and WBE firms to overcome participation barriers.

c. The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver request upon the determination that:

(1) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;

(2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

8. Failure To Achieve Goals

a. If the Consultant cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the Consultant has made such good faith efforts, the performance of other Consultants in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Consultant's efforts to do the following:

(1) Soliciting through reasonable and available means the interest of MBEs or WBEs that Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.

(2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.

(3) Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a Consultant's failure to meet the goals, as long as such costs are reasonable.

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- (4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of a their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.
 - (5) Making a portion of the work available to MBE or WBE subconsultants and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subconsultants and suppliers, so as to facilitate meeting the goals.
 - (6) Making good faith efforts despite the ability or desire of a Consultant to perform the work of a contract with its own organization. A Consultant that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
 - (7) Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.
 - (8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Consultant.
 - (9) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and
 - (10) Effectively using the services of the Commission; minority or women community organizations; minority or women Consultants' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- b. In the event the Public Building Commission determines that the Consultant did not make a good faith effort to achieve the goals, the Consultant may file a dispute to the Executive Director as provided in Article XI of the Standard Terms and Conditions.
9. Reporting and Record-Keeping Requirements
- a. The Consultant, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Consultant's bid proposal and MBE/WBE assurances, and submit to the Commission a copy of the MBE and WBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the MBE and WBE firms. During the performance of the contract, the Consultant will submit waivers of lien from MBE and WBE subconsultants and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date. The Consultant will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE (Sub) Contract Payments" at the time of submitting each monthly Payment Estimate, which reflects the current status of cumulative and projected payments to MBE and WBE firms.
 - b. The Consultant must maintain records of all relevant data with respect to the utilization of MBE and WBE

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firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Consultant's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

10. Disqualification of MBE or WBE

- a. The Contract may be terminated by the Executive Director upon the disqualification of the Consultant as an MBE or WBE if the Consultant's status as an MBE or WBE was a factor in the award and such status was misrepresented by the Consultant.
- b. The Contract may be terminated by the Executive Director upon the disqualification of any MBE or WBE if the Subconsultant's or supplier's status as an MBE or WBE was a factor in the award of the contract and the status of the subconsultant or supplier was misrepresented by the Consultant. If the Consultant is determined not to have been involved in any misrepresentation of the status of the disqualified subconsultant or supplier, the Consultant shall make good faith efforts to engage a qualified MBE or WBE replacement.

11. Prohibition On Changes To MBE/WBE Commitments

The Consultant must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE subconsultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a subconsultant with the Consultant's own forces, is a violation of this section and a breach of the contract with the Commission, and may cause termination of the contract for breach, and/or subject the Consultant to contract remedies or other sanctions. The facts supporting the request must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract.

12. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Consultant of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Consultant shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Consultant of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:

(1) The Consultant must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the MBE/WBE contract requirements.

(2) The Consultant's notification should include the specific reasons for the proposed substitution.

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Stated reasons which would be acceptable include any of the following reasons: a) Unavailability after receipt of reasonable notice to proceed; b) failure of performance; c) financial incapacity; d) refusal by the subconsultant to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subconsultant to meet insurance, licensing or bonding requirements; g) the subconsultant's withdrawal of its bid or proposal; or h) decertification of the subconsultant as MBE or WBE.

The Consultant's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Consultant; Issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.

(3) The Consultant's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms

(4) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.

(5) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) working days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.

- b. The Executive Director will not approve extra payment for escalated costs incurred by the Consultant when a substitution of subconsultants becomes necessary for the Consultant in order to comply with MBE/WBE contract requirements.
- c. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Consultant to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

13. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Consultant if the Consultant is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Consultant's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the

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contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.

- b. When the contract is completed, if the Executive Director has determined that the Consultant did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Consultant from entering into future contracts with the Commission.

14. Severability

- a. If any section, subsection, paragraph, clause, provision or application of these Special Conditions is held invalid by any court, the invalidity of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.

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SCHEDULE B - Joint Venture Affidavit (1 of 3)

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

1. Name of joint venture _____

2. Address of joint venture _____

3. Phone number of joint venture _____

4. Identify the firms that comprise the joint venture

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

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

5. Nature of joint venture's business

6. Provide a copy of the joint venture agreement.

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

8. Specify as to:

A. Profit and loss sharing _____%

B. Capital contributions, including equipment _____%

C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

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

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SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

A. Financial decisions

B. Management decisions such as:

1) Estimating

2) Marketing and Sales

3) Hiring and firing of management personnel

4) Other

C. Purchasing of major items or supplies

D. Supervision of field operations

E. Supervision of office personnel

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

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

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SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

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

Name of Joint Venturer

Signature

Name

Title

Date

State of _____ County of _____

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

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

(Name of Joint Venture)

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

Notary Public

Commission expires:
(SEAL)

Name of Joint Venturer

Signature

Name

Title

Date

State of _____ County of _____

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

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

(Name of Joint Venture)

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

Notary Public

Commission expires:
(SEAL)

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SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: 2013 Full Day Kindergarten Building Program
Project Number: PS1961

FROM:

Moore Security Services, Inc. MBE X WBE X
(Name of MBE or WBE)

TO:

O.C.A. Construction, Inc. and Public Building Commission of Chicago
(Name of Professional Service Provider)

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

 a Sole Proprietor X a Corporation
 a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated NOV. 1, 2016. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Security

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

Minimum of \$12,0916 for security services

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SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

PARTIAL PAY ITEMS

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

N/A

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Moore Security Services

Name of MBE/WBE Firm (Print)

5-30-2013

Date

773-233-6023

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Debra German

Signature

Debra German

Name (Print)

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

APR 24 2013

Debra Moore-German
Moore Security Services, Inc.
11828 S. Western Ave.
Chicago, Illinois 60643

Annual Certificate Expires: November 1, 2013

Dear Ms. Moore-German:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** and as a **Women-Owned Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **November 1, 2016**.

As you know, your firm must also be re-validated annually. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**. As such, your firm's next No Change Affidavit is due by **September 1, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE if you fail to:

- o file your No Change Affidavit within the required time period
- o provide financial or other records requested pursuant to an audit within the required time period
- o notify the City of any changes affecting your firm's certification within 10 days of such change
- o re-certify with the city within prescribed time frame

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

SUPPLY, DELIVERY AND INSTALL OF FOUR-CLASSROOM MODULAR UNITS FOR
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SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: 2013 Full Day Kindergarten Building Program

Project Number: PS1961

FROM:

O.C.A. Construction, Inc. MBE _____ WBE X

(Name of MBE or WBE)

TO:

O.C.A. Construction, Inc. and Public Building Commission of Chicago

(Name of Professional Service Provider)

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

_____ a Sole Proprietor

_____ a Partnership

X _____ a Corporation

_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated November 1, 2011. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Project and construction management

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

\$293,838.44

Project and construction management

SUPPLY, DELIVERY AND INSTALL OF FOUR-CLASSROOM MODULAR UNITS FOR
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SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

O.C.A. Construction, Inc.

Name of MBE/WBE Firm (Print)

5/28/13

Date

708.839.5605

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Kelly Heneghan
Signature

Kelly Heneghan
Name (Print)

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Kelly Heneghan
O.c.a. Construction, Inc.
8434 Corcoran Road
Willow Springs, IL 60480

Annual No Change Affidavit Due:

November 1, 2011

Dear Kelly Heneghan:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until November 1, 2013.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **November 1, 2011**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **September 2, 2011**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a WBE if you fail to

- ♦ file your No Change Affidavit within the required time period;
- ♦ provide financial or other records requested pursuant to an audit within the required time period; or
- ♦ notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely

representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

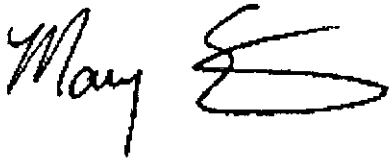
O.c.a. Construction, Inc. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

20868 Project Management
20969 Project Management
95826 Construction Management Services
95877 Project Management Services

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

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary Elliott", with a stylized flourish at the end.

Mary Elliott
Acting Managing Deputy

SUPPLY, DELIVERY AND INSTALL OF FOUR-CLASSROOM MODULAR UNITS FOR
2013 FULL DAY KINDERGARTEN BUILDING PROGRAM - CHICAGO PUBLIC SCHOOLS - PS1961

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: 2013 FULL DAY KINDERGARTEN BUILDING PROGRAM

Project Number: PS1961

FROM:

Hunter Modular Construction, Inc. MBE _____ WBE X

(Name of MBE or WBE)

TO:

O.C.A. Construction, Inc. and Public Building Commission of Chicago

(Name of Professional Service Provider)

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

_____ a Sole Proprietor

X a Corporation

_____ a Partnership

_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 5/29/12. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Roll set modular buildings at 6 sites

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

\$ 236,400⁰⁰

**SUPPLY, DELIVERY AND INSTALL OF FOUR-CLASSROOM MODULAR UNITS FOR
2013 FULL DAY KINDERGARTEN BUILDING PROGRAM - CHICAGO PUBLIC SCHOOLS - PS1961**

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Hunter Modular Construction, Inc.

Name of MBE/WBE Firm (Print)

05/29/13

Date

636-488-5427

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Penny L. Hunter

Signature

Penny L. Hunter

Name (Print)

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____



State of Missouri
Office of Administration
Office of Equal Opportunity

Doug Nelson
Acting Commissioner of Administration

Celeste Metcalf
Director

This is to certify **Hunter Modular Construction, Inc.** qualifies as a **Minority-Owned Business Enterprise** that has met the eligibility criteria established by the State of Missouri, Office of Administration.


Celeste Metcalf, Office of Equal Opportunity

Certification Number HF00665 Date of Issue 5/29/2012 Date of Expiration 6/1/2015



O.C.A. CONSTRUCTION, INC.

Mr. Chuck Kelly
Deputy Director of Diversity and Compliance
Public Building Commission of Chicago
50 W Washington, Room 200
Chicago, IL 60602

May 29, 2013

RE: 2013 Full Day Kindergarten Building Program M/WBE Waiver request

Dear Mr. Kelly:

O.C.A. Construction, Inc. (OCA) is pleased to be providing four classroom modular buildings for the PBC's 2013 Full Day Kindergarten Building Program. We strive to meet the Public Building Commission of Chicago's aspirational goals of 25% MBE and 5% WBE, however we will be short on the MBE goals due to the nature of this project. PBC is purchasing 6 modular buildings from OCA as the modular buildings dealer. There are no MBE modular building manufacturers. OCA has applied with the City of Chicago to expand our WBE DBE certification to include modular building dealer (we are currently WBE for project/construction management).

At the conception of this project we thought we would be craning these buildings, however after evaluation of site conditions, we must roll set these buildings and not use a crane. Hunter Modular is a union modular setting company and WBE certified from Missouri. There is no local, union, M or WBE owned company to perform this work. Hunter Modular and OCA have a successful working relationship with time sensitive projects. While Hunter is not certified by the City of Chicago or County of Cook, they are certified as a WBE in the State of Missouri.

Without having the remaining site work under our scope, OCA has no other work to let as PBC's JOC contractor Leopardo is doing the site utility and preparation work.

The contract is a not to exceed contract of \$4,951,000. This value was determined based upon 7 buildings. Thus, based upon 6 buildings at \$707,300 the calculation for these goals should be from \$4,243,800. In addition, we request that the modular building cost of \$3,202,000 be exempted. **Hence, OCA is requesting a total waiver from the contract value of \$3,909,300 making the basis for percentages \$1,041,700.** Using this basis, we are short the MBE goal by 23.84% but our WBE percentage is well over the goal at 45.90%.

OCA remains committed to working with the Public Building Commission of Chicago for their modular needs. I will provide an update on the status of OCA as a modular building dealer certified as a WBE when available. Please contact me with any questions at 708.878.3736.

Best regards,

Kelly Heneghan

President

8434 Corcoran Road
Willow Springs, IL 60480

PHONE: (708) 839-5605 | FAX: (708) 839-5608

WWW.OCACONSTRUCTION.COM

**SUPPLY, DELIVERY AND INSTALL OF FOUR-CLASSROOM MODULAR UNITS FOR
2013 FULL DAY KINDERGARTEN BUILDING PROGRAM - CHICAGO PUBLIC SCHOOLS - PS1961**

SCHEDULE D - Affidavit of Professional Service Provider Regarding MBE/WBE Participation

(1 of 2)

Name of Project: 2013 Full Day Kindergarten Building Program

STATE OF ILLINOIS }

} SS

COUNTY OF COOK }

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

President

Title

and duly authorized representative of

O.C.A. Construction, Inc.

Name of Professional Service Provider
whose address is

8434 Corcoran Road

in the City of Willow Springs, State of Illinois

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
O.C.A. Construction, Inc.	Project/Construction ^{mg+}	\$	\$ 293,838.44
Moore Security Services	Security	\$ 12,096 ⁰⁰	\$
Hunter Modular Const	Setting/rolling	\$	\$ 236,400 ⁰⁰
		\$	\$
		\$	\$
		\$	\$
		\$	\$
* numbers calculated from our waiver letter attached		\$	\$
Total Net MBE/WBE Credit		\$ 12,096 ⁰⁰	\$ 530,238 ⁴⁴
Percent of Total Base Bid		1.16 %	50.90 %

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

**SUPPLY, DELIVERY AND INSTALL OF FOUR-CLASSROOM MODULAR UNITS FOR
2013 FULL DAY KINDERGARTEN BUILDING PROGRAM - CHICAGO PUBLIC SCHOOLS - PS1961
SCHEDULE D - Affidavit of Professional Service Provider Regarding MBE/WBE Participation**

(2 of 2)

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

By:

O.C.A. Construction, Inc.

Name of Professional Service Provider (Print)

5-28-13

Date

708.839.5605

Phone

Kelly Heneghan

Signature

Kelly Heneghan

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

**SUPPLY, DELIVERY AND INSTALL OF FOUR-CLASSROOM MODULAR UNITS FOR
2013 FULL DAY KINDERGARTEN BUILDING PROGRAM - CHICAGO PUBLIC SCHOOLS - PS1961**

STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS

(1 of 2)

Name of Project _____ Contract Number _____

Date _____

STATE OF ILLINOIS }

 } SS

COUNTY OF COOK }

In connection with the above-captioned contract:

I DECLARE AND AFFIRM that I

(Name of Affiant)

am the

_____ and duly authorized representative of

(Title)

(Name of Company)

whose address is

and that the following Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on the above-captioned contract; that there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated; and that this is a full, true, and complete statement of all such MBEs/WBEs and of the amounts paid, due, and to become due to them:

MBE/WBE Name	Contract For	Amount of Contract	Total Previous Requests	Amount This Request	Balance to Complete
TOTALS					

**SUPPLY, DELIVERY AND INSTALL OF FOUR-CLASSROOM MODULAR UNITS FOR
2013 FULL DAY KINDERGARTEN BUILDING PROGRAM - CHICAGO PUBLIC SCHOOLS - PS1961**

STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS (2 of 2)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

(Affiant)

(Date)

On this _____ day of _____ 20 _____,

before me, _____, the undersigned officer, personally appeared _____, known to me to be the person described in the foregoing Affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

Notary Public
Commission Expires _____

(Seal)

**SUPPLY, DELIVERY AND INSTALL OF FOUR-CLASSROOM MODULAR UNITS FOR
2013 FULL DAY KINDERGARTEN BUILDING PROGRAM - CHICAGO PUBLIC SCHOOLS - PS1961**

**EXHIBIT D
WARRANTY**

(Seller's Warranty Follows This Page)



O.C.A. CONSTRUCTION, INC.

CERTIFICATE OF LIMITED WARRANTY FOR 2013 Kindergarten Modular Building for the Public Building Commission of Chicago

This Certificate of Limited Warranty is extended to the Purchaser, Public Building Commission of Chicago, (PBC) and the User, Chicago Public Schools, (CPS), from the Seller, O.C.A. Construction, Inc. (OCA) for the quantity of six, four classroom modular buildings for the Full Day Kindergarten Modular Program per the PBC order Memorandum dated April 22, 2013.

THIS CERTIFICATE OF LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF SELLER, EITHER EXPRESS OR WHICH MAY BE IMPLIED BY LAW, ALL OF WHICH ARE EXCLUDED. THIS CERTIFICATE OF LIMITED WARRANTY SPECIFICALLY EXCLUDES ANY AND ALL DIRECT OR INDIRECT, SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

AS TO ANY PERSONAL PROPERTY, AND AS TO ANY CONSUMER PRODUCT (AS THAT TERM MAY BE DEFINED UNDER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR THEIR PROMULGATED REGULATIONS), WHICH MAY BE CONTAINED IN THE PURCHASED CONSUMER PRODUCT, SELLER NEITHER MAKES NOR ADOPTS ANY WARRANTY WHATSOEVER AND SPECIFICALLY EXCLUDES EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITED WARRANTY COMMENCEMENT DATE AND DURATION: The Limited Warranty per site shall commence upon: **Date of Building Acceptance** which will occur after a documented walkthrough by PBC representative (after building setting, approximately 10 days after building delivery) and OCA representative. The Limited Warranty shall be for a period of **one year** from this per site walkthrough date.

WARRANTOR: O.C.A. Construction, Inc., an Illinois corporation, the General Contractor for the project, is the sole Warrantor under this Limited Warranty.

GIVEN TO ORIGINAL PURCHASER ONLY: This Limited Warranty is extended to the first owner of the Property ("Purchaser(s)"). This Limited Warranty is non-transferable, non-assignable and terminates upon the first of one of the three following events to occur: the Property is resold, the Purchaser(s) cease(s) to occupy the Property or one year from the date of the commencement of the Limited Warranty as defined above.

EXTENT OF LIMITED WARRANTY: For the period of the Limited Warranty, beginning on the Limited Warranty Commencement Date as described above and ending

8434 Corcoran Road
Willow Springs, IL 60480

PHONE: (708) 839-5605 | FAX: (708) 839-5608

as described above, the Warrantor warrants that the Property will be free of latent defects due to Faulty Materials or Workmanship and from major construction defects, except as limited and excluded herein.

"FAULTY MATERIALS OR WORKMANSHIP" are materials and/or workmanship which are not in compliance with the applicable building codes regulating the construction of units similar to the Property.

"LATENT DEFECTS" are limited to those defects which are not apparent at the time of the Purchaser(s)' pre-occupancy inspection, but become apparent and of which the Warrantor is notified in writing within the period of Limited Warranty as herein defined.

NATURE OF LIMITED WARRANTY: If a defect occurs which is covered by this Limited Warranty, the Warrantor will repair or replace such defected concern. Repair or replacement shall not act to extend or alter the period, duration, terms, conditions, exclusions or limitations of this Limited Warranty.

LIMITATIONS OR EXCLUSIONS: This Limited Warranty specifically limits and/or excludes the following items:

1. Door and Door Frame Adjustments: The Warrantor hereby warrants those conditions for a period of ninety (90) days from the Limited Warranty Commencement Date.
2. Cracks, Chips, Dents, Scratches, Smudges, Marks or Spots in the following are excluded from this Limited Warranty unless such defects are listed in the preoccupancy inspection report, as applicable: tile, walls, doors, woodwork, cabinets and vanities, countertops and vanity tops, sinks, appliances, plumbing or lighting fixtures, mirrors, medicine cabinets, windows, storms and screens, garage door and brick.
3. Nail pops or cracks in the walls, floors (including expansion and contraction of hardwood floors) or ceilings are excluded from this Limited Warranty as these conditions do not result from faulty materials and/or workmanship as herein defined, but are as a result of the natural and normal shrinkage, during out of building materials, normal settlement of the Property, seasonal changes, normal habitation of the Property, wind load or other normal movement and/or settlement of these components. Such occurrences are common in gypsum wall board installations and the maintenance of such are the responsibility of the Purchaser(s).
5. **The following ARE NOT COVERED by this Limited Warranty:**
 - i. Any work included in a separate contract existing between the Purchaser and a particular contractor (specifically, Leopardo).
 - ii. Resilient Flooring. Improper care and use will nullify any warranty pertaining to vinyl or resilient tile. Failure to use recommended floor protectors and furniture rests, improper rolling casters under furniture

- and appliances, abuse or accidents including but not limited to burns, cuts scratches, scuffs and indentations due to shoes or other hard items, stains from asphalt driveways or carpet dyes, or damages caused by the presence or excessive moisture or alkaline substances. This Limited Warranty specifically excludes any difference between the color of samples or printed illustrations and the color of the actual flooring, or any loss of gloss resulting from normal usage.
- iii. Appliance, equipment, personal property and fixtures which are consumer products (as that term may be defined under applicable Federal, State Warrantor under, and does not adopt such manufacturers' warranties. In the event of defects in such products, the Purchaser(s) should contact the manufacturer directly. Seller is not responsible for the performance of manufacturer under its warranty. Such items are frequently covered by the manufacturer's specific warranty, and such warranties, if any, are transferred or assigned and delivered to Purchaser(s) at the date of closing.
 - iv. Any damage to the extent it has been caused or exacerbated by: Negligence, improper maintenance or improper operation by anyone other than the Warrantor or its employees. Agents or subcontractors, or Failure to give prompt notice to Warrantor of any defect or any modification or repair made by the Purchaser(s).
 - v. Normal wear and tear or normal deterioration.
 - vi. Accidental loss or damage from causes such as, but not limited to: fire, exploding, smoke, water escape, glass breakage, windstorm, hailstorm, thunderstorm, lightning, falling trees, aircraft, vehicles, earthquake and Acts of God.

ARCHITECT'S DECISION: In the event any dispute arises hereunder as to the existence of any defect, such dispute shall be submitted to and resolved by the Buyer's architect, whose decision shall be final and binding upon all the parties.

NOTICES: All notices to the Warrantor must be sent by certified or registered mail, postage prepaid, return receipt requested to the recipient at the following address:

O.C.A. Construction, Inc.
8434 Corcoran Rd
Willow Springs, IL 60480

By: _____

Kelly Heneghan
O.C.A. Construction, Inc.
President

RECEIPT OF CERTIFICATE OF LIMITED WARRANTY

THE UNDERSIGNED PURCHASER, HAVING READ THE FOREGOING LIMITED WARRANTY, UNDERSTAND AND ACCEPT THIS CERTIFICATE OF LIMITED WARRANTY AND AGREE THAT ANY WARRANTY OF SELLER IMPLIED AT LAW, INCLUDING BUT NOT LIMITED TO THE FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXCLUDED. THIS CERTIFICATE OF LIMITED WARRANTY, WHICH SPECIFICALLY EXCLUDES ANY AND ALL DIRECT OR INDIRECT, SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SHALL CONTROL IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE TERMS HEREOF AND THE CONTRACT.

PURCHASER(S)

DATED: _____

REAFFIRMED AND REACKNOWLED:

DATED: _____ (Date of Building Acceptance)