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TO BE EXECUTED IN DUPLICATE

BOOK 1:

PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS

CONTRACT NO. 1513

WELLINGTON ELEMENTARY SCHOOL RENOVATION
3000 N. MANGO AVENUE
RENOVATION WORK
PROJECT #05801

PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Richard M. Daley
 Chairman

Erin Lavin Cabonargi
 Executive Director

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 Richard J. Daley Center
 50 West Washington Street
 Chicago, Illinois 60602
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Any Contract entered into as a result of this bid process is governed by: Book 1 "Project Information, Instructions To Bidders, and Execution Documents;" Book 2 "Standard Terms and Conditions for Construction Contracts With Community Hiring Requirements" Book 2A "Standard Terms and Conditions Procedures Manual;" and Book 3 "Technical Specifications" and the Drawings.

AUGUST 2009 (Rev. 1)

ADDENDUM NO. 1, ISSUED MAY 11, 2010

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I. INTRODUCTION

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

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

II. PROJECT INFORMATION

A. General Information

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

**WELLINGTON ELEMENTARY SCHOOL RENOVATION
3000 N. MANGO AVENUE
RENOVATION WORK
PROJECT #05801**

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

2. General Description of Scope of Work:
 - a. As further described in the detailed specifications and drawings, renovation of the existing former high school building includes accessibility upgrades (including elevator, lift and complete restroom renovations), interior renovations of office and classroom spaces, kitchen renovation, additions of fire alarm, security, phone and computer networking systems, code required modifications, upgrades to the mechanical, electrical and plumbing systems, and miscellaneous other work. The building has been occupied as a high school as recently as 2009 and the completed project will be used as an elementary school with a capacity of serving up to 1,200 students.
 - b. This description of Work is intended to be general in nature and is neither a complete description nor a limitation of the Work to be performed.
3. Construction Budget: \$5,800,000.00 (excluding Allowances and Commission's Contingency Funds).
4. User Agency: Chicago Public Schools
5. Project is located in Ward: 30th
6. For purposes of the project community hiring requirement "Residents of the project community" shall mean persons domiciled within the Belmont Cragin and Portage Park Community Areas as designated on Exhibit# 3 Community Area Map.
7. Requests for information: send to Public Building Commission of Chicago, Attn: Janice Meeks, Senior Contract Officer by (email) janicemeeks@cityofchicago.org or (fax) 312-744-3572

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8. Documents Available at: The Blueprint Shoppe, 5130 N. Elston Avenue, Chicago, IL 60630, telephone: 773-545-0308
9. Online Contract Documents Available at: www.pbcchicagoplanroom.com
10. Pre-Bid Meeting Date, Time, and Location: Tuesday, May 11, 2010 at 10:00AM in the 2nd Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602
11. *Mandatory Technical Review Meeting for invited Pre-qualified Bidders: Thursday, May 20, 2010, at 11:00AM, in the Basement Lecture Room (Room # 0055, per the drawings) at the Project Site located at 3000 N. Mango Avenue. Enter building off Mango Avenue, at north stairwell, (Stair # 0058, per the drawings). An authorized representative of each prequalified bidder must be present and must sign the Technical Review Meeting attendance sheet no later than 15 minutes after the scheduled start of the meeting. Prequalified firms that do not sign-in by 11:15AM will not be permitted to bid.

Site walk-thru #1: Thursday, May 20, 2010, 9:00 AM thru 11:00 AM project site located at 3000 N. Mango Avenue. Enter building off Mango Avenue, at north stairwell, (Stair # 0058, per the drawings) and site walk-thru #2 to immediately follow mandatory technical review meeting.

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

12. Bid Opening Date and Time: Thursday, June 3, 2010 at 11:00AM
13. Amount of Bid Deposit: 5% amount of bid
14. Amount of Commission's Contingency Fund: \$500,000.00
15. Document Deposit: N/A
16. Cost for Additional Documents (per set): At the Contractor's own expense.
17. MBE/WBE Contract Goals: 24% MBE and 4% WBE
18. Source of Funding: City of Chicago

B. Time of Completion

- a. Substantial Completion for all Work (except noted below) is required no later than August 27, 2010
- b. Substantial Completion for Work related to Vertical Circulation only (Elevator and LULA lift) must be achieved no later than January 7, 2011.

C. Commission's Contingency Fund

1. The Commission's Contingency Fund for this project is: \$500,000.00
2. The Commission has established this Contingency Fund for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contingency Fund sum shall be included as an allowance in the Base Bid. In the event that any or all of the Contingency Fund remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Contingency Fund shall remain with the PBC.

D. Copies of Drawings and Specifications Furnished

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

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E. Liquidated Damages

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

Substantial Completion of Renovation Work and Substantial completion of vertical circulation (elevator and LULA lift)	\$5,000 per Day
	\$1,000 per Day

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

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

F. Prevailing Wage Rates

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

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III. INSTRUCTIONS FOR BIDDERS

A. Examination of Documents By Bidder

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

B. Interpretations of Addenda

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

C. Inspection of Site

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

D. Pre-Qualification of Bidders

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

E. Evidence of Continuing Qualifications of Bidder

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

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F. Preparation of Bid

1. Two (2) copies of Project Information, Instructions, and Execution Documents (Book 1) shall be prepared with original signatures and notarizations wherever required.
2. All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.
3. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies of Book 1 submitted.
4. When required by the Contract Documents, the Bidder may attach supporting documentation or additional information to the back of the form to which it refers.
5. The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration of or departure from the bid form hereto attached.
6. The Bid Documents shall include the following:
 - a. Contractor's Bid Form
 - b. Bid Guarantee
 - c. Basis of Award (Award Criteria)
 - d. Unit Prices
 - e. Affidavit of Non-collusion
 - f. Schedule B – Joint Venture Affidavit with supporting documentation (if applicable)
 - g. Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
 - h. Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
 - i. Affidavit of Uncompleted Work
7. Current versions of the following documents shall be on file at the Commission at the time of bid opening:
 - a. Financial Statement
 - b. Disclosure Affidavit
 - c. Statement of Bidder's Qualifications
8. The apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

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G. Bid Deposit:

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

H. Bidder's Execution of Bid

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

I. Affidavit of Non-Collusion

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

J. MBE and WBE Commitments

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

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

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K. Local Business Subcontracting Participation and Community Hiring

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

1. Local Subcontracting Requirement
 - a. General contractors that are Local Businesses (as defined below) are required to award 25% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
 - b. General contractors that are not Local Businesses are required to award 35% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
 - c. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for Non-City-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple municipalities, such as the Metropolitan Water Reclamation District, "Local Business" shall be defined in the bid documents for that project. The source of funding for the project is identified in Section II.A.18 above.
2. Community Residents Requirements. At least 7.5% of the project labor must be performed by residents of the Project Community as defined in the Contract documents.
 - a. Two-thirds of the 7.5% (or 5%) of the aggregate hours of Work to be performed by Contractor and Subcontractors under this Contract may be complied with through new hires or current employees of the Contractor who are construction trade workers and residents of the Project Community.
 - b. One-third of the 7.5% (or 2.5%) of the aggregate hours of Work to be performed by the Contractor and Subcontractors under this Contract must be new hires who are residents of the Project Community and may be comprised of construction trade workers or jobsite support positions, including, but not limited to, security, data entry clerks, schedulers, traffic monitoring personnel, field engineer, superintendent, project manager and site administrative support staff.

L. Affidavit of Uncompleted Work

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

M. Bidder's Financial Statement

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

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N. Disclosure Affidavit

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

O. Statement of Bidder's Qualifications

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

P. Disclosure of Retained Parties

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

Q. Submission of Bid

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

R. Withdrawal of Bids before Bid Opening

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

S. Opening of Bids

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

T. Evaluation of Bids

1. The Commission reserves the right to check all calculations and to correct all extensions in case of error in order to determine the correct amount of the Total Base Bid and/or the total amount of any other schedule required.

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2. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.
3. The Commission may require that the apparent low bidder and any other bidder submit a breakdown of their bids by CSI Division or other appropriate basis. The Commission may also require the apparent low bidder or any other bidder to attend a pre-award meeting to review their bids in detail.

U. Canvassing of Bids

The PBC will canvass the Total Base Bids offered by all Bidders. If one or more of the Total Base Bids offered is less than the Construction Budget, award will be made to the responsible Bidder with the lowest Award Criteria Figure ("A").

If none of the Total Base Bids is less than the Construction Budget, deduct the Alternate #1 amount offered by each Bidder from each of the respective Total Base Bids and canvass the results. If one or more of the resulting "Total Base Bid minus Alternate #1" amounts is less than the Construction Budget, award will be made to the responsible Bidder with the lowest Alternate #1 Award Criteria Figure ("B").

V. Basis of Award

Award will be made to the responsible Bidder submitting the lowest Award Criteria Figure as determined in accordance with the "Canvassing of Bids" provisions above (Section U. of this Article III.) and otherwise responsive to all the requirements of the Contract Documents.

W. Alternates-Commission Discretion

Responsive Bidders will indicate the deductive price offered for Alternate #1 as indicated in the Bid Forms.

Acceptance of any Alternates will be in the sole discretion of the Commission. The Scope of Work for the Contract awarded pursuant to the Bid shall include all of the Work included in the Total Base Bid and as described in the Contract Documents less, as determined in the sole judgment of the Commission, the Scope of Work as described in Alternate #1.

The determination of the Commission to accept the Alternate offered shall be made after the bids are canvassed in accordance with the "Canvassing of Bids" provision above and before the Scope of Work to be included in the Contract is established and Contract award is made. The Commission may, after first determining which is the lowest responsive Bid by a responsible Bidder, determine that it is in the best interest of the PBC and the User Agency to increase the Construction Budget rather than accept the Alternate offered in the low bid.

X. Performance and Payment Bond and Insurance

1. Each Bidder shall furnish proof of its ability to provide the bonds and insurance required by the Contract with its bid. With respect to the payment and performance bonds, a letter from the Bidder's surety affirming the surety's willingness to provide the Bidder's bonds is sufficient. With respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.
2. The insurance requirements for this project are as follows: The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose
 - a) Insurance To Be Provided By the Contractor

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The insurance requirements are attached as Exhibit 2.

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

Y. Protests

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

Z. Licensing

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

AA. Award Of Contract; Rejection Of Bids

1. The Contract will be awarded to the responsive, responsible Bidder submitting the lowest Award Criteria Figure as determined in accordance with the "Canvassing of Bids" provision above (Section U of this Article III), and complying with all conditions set forth in the Contract Documents.
2. The Bidder agrees that its bid shall be in effect until midnight, Tuesday, June 15, 2010 and that the bid may not be withdrawn until that time.
3. The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1513

WELLINGTON ELEMENTARY SCHOOL

4. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
5. Upon award of Contract, the Commission will process the Contract for final execution.
6. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.

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IV. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1513, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), and Standard Terms and Conditions Procedures Manual (Book 2A) c), Technical Specifications (Book 3), d), Plans and Drawings, and e), Addenda Nos. (None unless indicated here)

Addendum 1, dated 5/11/2010; Addendum 2, dated 5/19/2010
Addendum 3, dated 5/26/2010; Addendum 4, dated 6/1/2010
Addendum 5, dated 6/2/2010.

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

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

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

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

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

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO
WELLINGTON ELEMENTARY SCHOOL
ADDENDUM NO. 3**

BID FORM, MAY 26, 2010

ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1. Work	LUMP SUM	1	N/A	\$5,456,225.00.
2. Site Work Allowance	LUMP SUM	1	N/A	\$50,000.00
3. Commission's Contingency Fund	LUMP SUM	1	N/A	\$500,000.00
3a. Additional Interior Patching and Painting	SQ FT	5,000	\$	\$ 15,000.00
4. TOTAL BASE BID				\$ 6,021,225.00
5. AWARD CRITERIA FIGURE ("A") (See Section V. Proposal Support Document, line 15, column ("A") of Award Criteria Figure)				\$ 5,687,047.10

CANVASSING OF BIDS

- The PBC will canvass the Total Base Bids offered by all Bidders. If one or more of the Total Base Bids offered is less than the Construction Budget, award will be made to the responsible Bidder with the lowest Award Criteria Figure ("A").
- If none of the Total Base Bids is less than the Construction Budget, deduct the Alternate #1 amount offered by each Bidder from each of the respective Total Base Bids and canvass the results. If one or more of the resulting "Total Base Bid minus Alternate #1" amounts is less than the Construction Budget, award will be made to the responsible Bidder with the lowest Alternate #1 Award Criteria Figure ("B") as shown in the box below.

6. TOTAL BASE BID (Insert line item no. 4 from the above Bid Form)	\$ 6,021,225.00.
7. Alternate #1 DEDUCT (Insert the deductive proposed alternate price, see Book 1, page 16)	\$-(185,262.00)
8. TOTAL BASE BID Minus Alternate #1	\$ 5,835,963.00.
9. Alternate #1 Award Criteria Figure ("B") *(See Section V. Proposal Support Document; insert above the Award Criteria figure from line 15, columns ("B").	\$ 174,980.00

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ALTERNATES:

Accepted by
the
Commission
Yes No

Alternate Description

Proposed Alternate Price

Alternate #1 -DEDUCT, Interior improvements to the following rooms:

1. Multi-Purpose Room
2. Art Room 1
3. Art Room 2
4. Music Room

-\$185,262

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

U.S. Specialty Insurance

13403 Northwest Freeway

Houston, Texas 77040

PUBLIC BUILDING COMMISSION OF CHICAGO

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SITE WORK ALLOWANCE

Item No.	Description of Work	Unit(s)	Unit Price
1	Loading, transportation and disposal of stockpiled contaminated soil	Tons	\$35.00
2	Excavation, loading, transportation and disposal of contaminated soil	Tons	\$45.00
3	Loading, transportation and disposal of stockpiled un-suitable soil	Tons	\$35.00
4	Excavation, loading, transportation and disposal of in-place un-suitable soil	Tons	\$45.00
5	Load, place and compact on-site fill material from stockpile	Cubic Yards	\$7.00
6	Excavate, load, place and compact on-site fill material	Cubic Yards	\$11.00
7	Demolition, removal, transportation and disposal of underground concrete footings and remnants.	Cubic Yards	\$30.00
8	UST Removal (Tank < 2000 gal capacity)	Each	\$3,000.00
9	UST Removal (Tank 3,000-5,500 gal capacity)	Each	\$5,000.00
10	UST Removal (Tank 6,000-10,000 gal capacity)	Each	\$8,000.00
11	UST Removal (Tank > 10,000-15,000 gal capacity)	Each	\$9,000.00
12	UST Removal (Tank > 15,000 gal capacity)	Each	\$12,000.00
13	UST tank sludge removal and disposal (55-gallon drum)	Drums	\$300.00
14	Bulk UST pump out (Liquids), including transportation	Gallons	\$0.60
15	Waste characterization sample analysis for disposal authorization for soils removed under Allowance Schedule	Sample	\$1,500.00
16	Water analysis for full MWRDGC contaminants List	Each	\$750.00
17	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid	Each	\$1,200.00
18	Contaminated water-hauling and disposal of drums	Drums	\$200.00
19	Pumping, transportation and disposal of contaminated water - bulk disposal	Gallons	\$0.60
20	Pumping, storage and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	\$0.10
21	Furnish, place and compact base material CA-1 Stone	Ton	\$16.00
22	Load on-site base materials, place and compact CA-1 Stone	Cubic Yards	\$8.00
23	Furnish, place and compact aggregate material CA-6	Ton	\$16.00
24	Excavate, place and compact on-site aggregate material CA-6	Cubic Yards	\$12.00
25	Furnish, place and compact drainage material CA-7	Tons	\$16.00

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26	Excavate, place and compact on-site drainage material CA-7	Cubic Yards	\$12.00
27	Furnish and place geotextile filter fabric	Square Yard	\$7.00
28	Site Survey - Survey crew for verification of excavation and backfill quantities	Each	\$1,500.00
29	Street restoration per CDOT - 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards	Square Yard	\$165.00
30	Street restoration per CDOT - 9-inch PCC Base Course, 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards.	Square Yard	\$220.00

Total Allowance Fund = \$50,000.00

NOTES:

1. All Work associated with the above allowance schedule shall be approved in writing by the Commission Representative prior to proceeding.
2. Authorized additional excavation and replacement material will be paid for in accordance with the above allowance schedule.
3. Authorized additional excavation means excavation below subgrade elevations as shown in the Plans and Specifications due to the presence of unsuitable soil materials as determined by the Commission Representative.
4. The unit prices in this allowance schedule include all overhead and profit.
5. All unused portions of the allowance funds must be returned to the Commission in the form of a deductive change order prior to Final Completion and Acceptance of the Work.

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B. Acceptance of the Bid

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Edmund Johnson
Secretary

Richard M. Daley
Chairman

CONTRACTING PARTY

(Print or type names underneath all signatures)

Tropic Construction Corp.
Contractor Name

325 N. Wells, 8th Fl.,
Chicago, IL 60654
Address

If a Corporation:

By [Signature]

President
Title of Signatory

ATTEST:
By [Signature]

Asst. Secretary
Title

CORPORATE SEAL

If a Partnership:

Partner _____

Address _____

Partner _____

Address _____

Partner _____

Address _____

If a Sole Proprietorship:

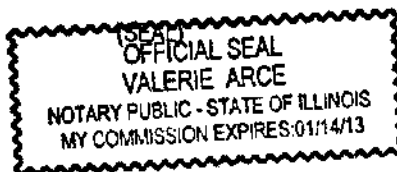
Signature _____

NOTARY PUBLIC

County of Cook State of IL
Subscribed and sworn to before me on this 3rd day of June, 2010.

[Signature]

Notary Public Signature
Commission Expires: 1-14-13



PUBLIC BUILDING COMMISSION OF CHICAGO

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C. Corporate Resolution (if a Corporation)

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

Tropic Construction Corp.

a corporation duly organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on _____, 20____, a quorum being present, and are set forth in the minutes of said meeting; that

I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated June 3, 2010 to the Public Building Commission of Chicago, for Contract No. 1513 of said Commission;

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

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

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

President: Hipolito Boldan

Vice President: _____

Secretary: _____

Treasurer: _____

Assistant Secretary: Erica Pascal

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 3rd day of June, 2010.

Erica Pascal
Asst Secretary

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V. PROPOSAL SUPPORT DOCUMENTS

A. Basis of Award (Award Criteria)

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

1. Instructions

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

Lines 2, 4 and 6 in the formula shall not be greater than fifty percent (50%) in each category for the sole purpose of determining award of the contract. Similarly, lines 8, 10 and 12 shall not be greater than ten (10%) percent in each category for the purpose of award criteria only. The fifty percent (50%) and ten percent (10%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula. Journeyworker includes journeyworkers from the major trades listed herein, including, without limitation, journeyworkers engaged in steel fabrication, and the truck drivers. Watchmen and custodial workers are not creditable in the formula.

2. Award Criteria Formula

		("A") Total Base Bid <small>(Insert figure from line no. 4 on Bid Form, pg 15)</small>	("B") Total Base Bid Minus Alternate #1 <small>(Insert figure from line no. 8 on Bid Form, pg 15)</small>
Line 1.	Base Bid, in figures	\$ <u>6,021,225</u>	\$ <u>185,262</u>
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	<u>50 %</u>	<u>50 %</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	\$ <u>180,637</u>	\$ <u>5,558</u>
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	<u>30 %</u>	<u>30 %</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	\$ <u>81,287</u>	\$ <u>2,501</u>
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	<u>50 %</u>	<u>50 %</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	\$ <u>45,159</u>	\$ <u>1,389</u>
		<u>10 %</u>	<u>10 %</u>
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	\$ <u>24,085</u>	\$ <u>741</u>

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Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>10 %</u>	<u>1 %</u>
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	\$ <u>0</u>	\$ <u>0</u>
Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>0.5 %</u>	<u>0.5 %</u>
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	\$ <u>0</u>	\$ <u>0</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	\$ <u>0</u>	\$ <u>0</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	\$ <u>334,178</u>	\$ <u>10,282</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	\$ <u>5,687,047</u>	\$ <u>174,980.7</u>
		Award Criteria Figure("A")	Alternate#1 Award Criteria Figure ("B")

Award Criteria Figures (Insert Line 15, columns ("A") and ("B") of Award Criteria Formula on Bid Form pg.15).

3. Community Hiring Bonuses

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

- a. In calculating the hours worked by minority and women journeyworkers, apprentices, and laborers under the Award Criteria set out in Part V.A. "Basis of Award (Award Criteria)," all hours worked by minority and women journeyworkers, existing apprentices, and laborers who are residents of the project community shall be multiplied by 1.5.
- b. In calculating the hours worked by minority and women apprentices under the Award Criteria set out in Part V "Proposal Support Documents," all hours worked in new apprenticeships by minority and women apprentices who are residents of the project community shall be multiplied by 2.0.

Definitions

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

"Residents of the project community" shall mean persons domiciled within the project area as stated in Section II.A.6., above.

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

4. Liquidated Damages

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

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

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

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

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

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

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

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

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

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

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

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

5. Reporting

In accordance with this commitment, the Contractor must submit both the Contractor's Payroll Record Form and the Contractor's Recapitulation of Minority and Female Worker Hours and Percentages Form on a monthly basis. All Subcontractors including, without limitation, steel fabrication Subcontractors, shall be listed on the Contractor's Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

- a. The classification "White" includes person of Indo-European descent.
- b. The classification "Black" or "African-American" includes persons having origins in any of the black racial groups of Africa.

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

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6. Major Trades

Asbestos Workers
Boiler Makers
Bricklayers
Carpenters
Cement Masons
Electricians
Elevator Construction
Glaziers
Mechanists
Machinery Movers
Ornamental Iron Workers
Lathers

Operating Engineers
Painters
Pile Driver Mechanics
Pipe Fitters/Steam Fitters
Plasterers
Plumbers
Roofers
Sheet Metal Workers
Sprinkler Fitters
Steel Fabricators (in shop or on-site)
Technical Engineers
Tuck Pointers

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

7. Trade Participation - For Information Only

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

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

TRADE PARTICIPATION	PERCENT OF MINORITY
<i>Nest Builders - MEP Work</i>	<i>15% - MBE</i>
<i>Hummir Construction - Site Work.</i>	<i>4% - MBE</i>
<i>American Steel - Steel Fabricators</i>	<i>3% - WBE</i>
<i>Art Dose - Signage</i>	<i>1% - WBE</i>
<i>Christy Webber - Landscaping</i>	<i>1% - WBE</i>
<i>Tropic Construction - Doors, Hardware, Gym, Case work</i>	<i>10% - MBE</i>
_____	_____
_____	_____

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VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Non-collusion

STATE OF ILLINOIS }

}SS

COUNTY OF COOK }

Lalo Edery, being first duly sworn, deposes and says that:

(1) He/She is Chief Operating Officer
(Owner, Partner, Officer, Representative or Agent) of Tropic Construction Corp.
the Bidder that has submitted the attached Bid;

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

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

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

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

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

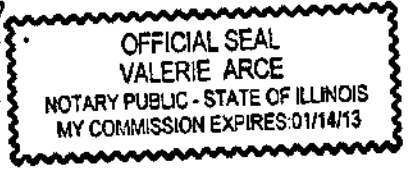
[Signature]
(Signed)

Chief Operating Officer
(Title)

Subscribed and sworn to before me this 3rd day of June 2010

[Signature]
Notary Public
(Title)

My Commission expires: 1-14-13



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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 Tropic/Nest Builders, J.V.
- 2. Address of joint venture 325 N. Wells, 8th Fl
Chicago, IL 60654
- 3. Phone number of joint venture 312-602-6540
- 4. Identify the firms that comprise the joint venture
Tropic Construction Corp. and Nest Builders, Inc.

- A. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)
Tropic Construction Corp. to manage building portion; Nest Builders Inc to manage MEP portion of work. Both companies are certified MBE's
- B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.

N/A.

- 5. Nature of joint venture's business
General Contracting for PBC projects

- 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? 100%

- 8. Specify as to:

- A. Profit and loss sharing 76-24 %
- B. Capital contributions, including equipment 76-24 %
- C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.
None

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1513

WELLINGTON ELEMENTARY SCHOOL

SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

- A. Financial decisions
Lalo Ederly, Hispanic, Male - Tropic Construction Corp., Chief Operating Off.
Gil Sierra, Hispanic, Male - Nest Builders, Inc., Principle

B. Management decisions such as:

- 1) Estimating Lalo Ederly and Gil Sierra
- 2) Marketing and Sales N/A.
- 3) Hiring and firing of management personnel Lalo Ederly and Gil Sierra.
- 4) Other N/A.

C. Purchasing of major items or supplies
Lalo Ederly and Gil Sierra.

D. Supervision of field operations
Lalo Ederly and Gil Sierra.

E. Supervision of office personnel
Lalo Ederly and Gil Sierra.

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.

Separate costs managed by Tropic. Other mutual obligations are outlined in the operating agreement.

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

Tropic will dedicate 3 individuals to manage the project while Nest Builders will dedicate 3 Engineers to manage MEP

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

Control and structure outlined in operating agreement. J.V. is formed solely for this contract.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1513

WELLINGTON ELEMENTARY SCHOOL

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

Tropic Construction Corp.
Name of Joint Venturer

Nest Builders, Inc.
Name of Joint Venturer

[Signature]
Signature

[Signature]
Signature

Lalo Ederly
Name

Gil Sierra
Name

COO
Title

Principal
Title

6-3-2010
Date

6-3-2010
Date

State of IL County of Cook

State of IL County of Cook

On this 3rd day of June, 2010

On this 3rd day of June, 2010

before me appeared (Name)
Lalo Ederly

before me appeared (Name)
Gil Sierra

to me personally known, who, being duly sworn,

to me personally known, who, being duly sworn,

did execute the foregoing affidavit, and did state

did execute the foregoing affidavit, and did state

that he or she was properly authorized by

that he or she was properly authorized by

(Name of Joint Venture)
Tropic Construction/Nest Builders

(Name of Joint Venture)
Tropic Construction/Nest Builders

to execute the affidavit and did so as his or her

to execute the affidavit and did so as his or her

free act and deed.

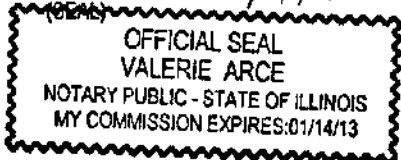
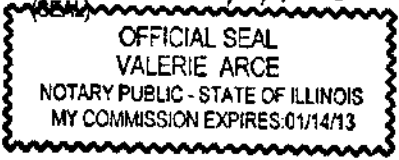
free act and deed.

[Signature]
Notary Public

[Signature]
Notary Public

Commission expires: 1-14-13

Commission expires: 1-14-13



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1513

WELLINGTON ELEMENTARY SCHOOL

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

Name of Project: Wellington Elementary School

Project Number: _____

FROM:

Nestbuilders Inc. MBE X WBE _____

(Name of MBE or WBE)

TO:

Tropic Construction and Public Building Commission of Chicago

(Name of General Bidder)

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

_____ a Sole Proprietor

X _____ a Corporation

_____ a Partnership

_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 10/31/09. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Lighting Fixture Package and
Elect Gear & Panel Distribution

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

\$ 300,000⁰⁰

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1513

WELLINGTON ELEMENTARY SCHOOL

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

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

PARTIAL PAY ITEMS

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

LIGHTING FIXTURES & ELECT GEAR \$ 300,000

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Nestbuilders

Name of MBE/WBE Firm (Print)

06/03/10

Date

312-915-0557

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone



Signature

Gil Sierra

Name (Print)

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___


Chicago Minority Business Development Council, Inc.

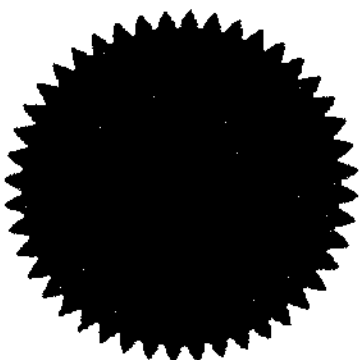
Certificate of Certification

This certificate acknowledges that

NESTBUILDERS, INC. (dba: dbHMS)

has met the stringent certification requirements for a minority owned and controlled business as defined by the National Minority Supplier Development Council certification guidelines.

Certification No.	CH2340
NAICS Code (s)	541330
Product(s) Service(s)	ENGINEERING DESIGN SERVICES; CONSTRUCTION MANAGEMENT; GENERAL CONTRACTOR
Date of Certification	10/31/2009
Expiration Date	10/31/2010
	 President



"Building Business Wealth through Supplier Diversity"

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1513

WELLINGTON ELEMENTARY SCHOOL

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

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

PARTIAL PAY ITEMS

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

F.A + Low Voltage Systems \$ 315,000-

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

High Riser Security

Name of MBE/WBE Firm (Print)

06/03/10

Date

(690) 920-0100

Phone

Arnold Arredondo
Signature

Arnold Arredondo

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

<http://www.cityofchicago.org>

November 24, 2008

Arnold Arredondo, Managing Partner
High Rise Security Systems, LLC
762 Burr Oak Drive
Westmont, Illinois 60559

Annual Certificate Expires: October 1, 2009
Vendor Number: 60081101

Dear Mr. Arredondo:

Congratulations on your continued eligibility for certification as a MBE by the City of Chicago. This MBE certification is valid until **October 1, 2010**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 1, 2009**.

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

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

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

Supplier of Equipment for Fire Alarm and Auxiliary System

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

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

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/cc



Arnold Arredondo

From: bounce@mwdbe.com on behalf of Office of Compliance/Supplier Diversity [City of Chicago] [supplierdiversity@cityofchicago.org]
Sent: Wednesday, June 02, 2010 8:14 AM
To: Arnold Arredondo
Subject: Chicago.Outreach Notification: Certification Extension Notice



CITY OF CHICAGO
OFFICE OF COMPLIANCE

-- REMINDER NOTICE -- REMINDER NOTICE -- REMINDER NOTICE --

To: Arnold Arredondo
Re: High Rise Security Systems, Llc

Dear Arnold Arredondo:

This letter is to inform you that the City of Chicago has extended your status as an MBE/WBE/BEPD until September 1, 2010. This extension does not guarantee eligibility in the program but will act as a courtesy extension while we complete a review of the documentation submitted by your firm.

If your certification status does not expire or, if your No Change Affidavit for continued certification is not due until after September 1, 2010, then this letter has no impact on your existing certification status.

Please notify us immediately, if the financial condition of your business has changed since submittal of your financials with your No Change Affidavit, we may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your firm.

Please present this letter as evidence of your certification to be included with bid document submittals. The Department of Procurement Services and Sister Agencies have been notified of this courtesy extension and will accept this letter as evidence of certification for bidding purposes.

If you have any questions, please feel free to call our office at 312-747-7778.

Sincerely,

The Office of Compliance

City of Chicago - Office of Compliance

This message was sent to: "Arnold Arredondo"
Sent on: 6/2/2010 8:14:03 AM
System ReferenceID: 2673171

System Tip: Download the latest user manuals from the Help & Support menu.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1513

WELLINGTON ELEMENTARY SCHOOL

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

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

PARTIAL PAY ITEMS

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

HVAC \$ 159,000-

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Diaz Heating & Cooling

Name of MBE/WBE Firm (Print)

06/03/10

Date

312-733-9273

Phone

Rodrigo Diaz
Signature

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

April 30, 2009

Mr. Rodrigo Diaz, President
Diaz Heating & Cooling, Inc.
2010 West Fulton Street – Suite F-105-B
Chicago, Illinois 60612

Annual Certificate Expires: June 1, 2010
Vendor Number: 52786243

Dear Mr. Diaz:

We are pleased to inform you that **Diaz Heating & Cooling, Inc.** has been certified as a **Minority Business Enterprise (MBE)** by the City of Chicago. This MBE certification is valid until **June 1, 2014**; however your firm must be re-validated annually. Your firm's next annual validation is required by **June 1, 2010**.

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

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

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

Heating, Ventilation, Air Conditioning Services (HVAC)

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

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

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/la

IL UCP Host: City of Chicago





City of Chicago
Richard M. Daley, Mayor

Office of Compliance

Anthony O. Boswell
Executive Director

DePaul Center
333 South State Street
Chicago, Illinois 60604
(312) 747-7778
(312) 747-3920 (FAX)
(312) 744-2204 (TTY)

<http://www.cityofchicago.org>

May 21, 2010

Dear Vendor:

This letter is to inform you that the City of Chicago has extended your status as a certified business until September 1, 2010. This extension does not guarantee eligibility in the program but will act as a courtesy extension while we complete a review of the documentation submitted by your firm.

If your certification status does not expire or, if your No Change Affidavit for continued certification is not due until after September 1, 2010, then this letter has no impact on your existing certification status.

Please notify us immediately, if the financial condition of your business has changed since submittal of your financials with your No Change Affidavit, we may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your firm.

Please present this letter as evidence of your certification to be included with bid document submittals. The Department of Procurement Services and Sister Agencies have been notified of this courtesy extension and will accept this letter as evidence of certification for bidding purposes.

If you have any questions, please feel free to call our office at 312-747-7778.

Sincerely,

Anthony O. Boswell
Executive Director



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1513

WELLINGTON ELEMENTARY SCHOOL

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

Name of Project: Wellington Elementary School

Project Number: _____

FROM:

Humir Construction MBE XX WBE _____
(Name of MBE or WBE)

TO:

Tropic Construction and Public Building Commission of Chicago
(Name of General Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 10/04/09. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Site Work

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

\$255,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1513

WELLINGTON ELEMENTARY SCHOOL

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

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

PARTIAL PAY ITEMS

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

Site Work at \$255,000

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Humir Construction

Name of MBE/WBE Firm (Print)

06/02/09

Date

773-475-4500

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone



Signature

Juan Arreola/President

Name (Print)

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

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

<http://www.cityofchicago.org>

September 4, 2009

Juan Arreola, President
Humir Construction, Inc.
4632 South Komensky Avenue
Chicago, Illinois 60632

Annual Certificate Expires: July 1, 2010
Vendor Number: 1056898

Dear Mr. Arreola:

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

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

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

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

**Sewer and Drain Contractor;
Masonry Contractor; Excavation Services;
Concrete Contractor**

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

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

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/ds



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1513
WELLINGTON ELEMENTARY SCHOOL

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

Name of Project: Wellington Elementary

Project Number: _____

FROM:

Wolf Electric Supply MBE _____ WBE X
(Name of MBE or WBE)

TO:

Tropic Construction and Public Building Commission of Chicago
(Name of General Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 12/10/10. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Electrical Products & Materials

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

ELECT. MAT. @ 185,000

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1513

WELLINGTON ELEMENTARY SCHOOL

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

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

PARTIAL PAY ITEMS

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

ELECT. MATERIALS \$ 185,000-

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Wolf Electric Supply

Name of MBE/WBE Firm (Print)

06/03/10

Date

847-290-1010

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



CITY OF CHICAGO
OFFICE OF COMPLIANCE

From:	City of Chicago	Date:	1/12/2010 12:25:01 PM
To:	Wolf Electric Supply Company, Inc. Patricia A Wolf	Fax:	(847) 290-1047
		Phone:	(847) 290-1010

January 12, 2010

Patricia A. Wolf
Wolf Electric Supply Company, Inc.
55 Gordon StreetElk Grove Village, IL 60007-1117

Dear Patricia A. Wolf:

Your No Change Affidavit for continued certification as a Women Business Enterprise (WBE) is being reviewed. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your current Women Business Enterprise (WBE) certification until June 30, 2010.

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

As you know, your firm's participation on contracts will be credited only toward Women Business Enterprise (WBE) goals in the specialty area(s) listed in the online MWDBE Directory available from <https://chicago.inwdbbe.com/>.

If you have any questions, please contact our office at 312-747-7778 .

Sincerely,

City of Chicago
Office of Compliance



City of Chicago
Richard M. Daley, Mayor

Office of Compliance

Anthony O. Boswell
Executive Director

DePaul Center
333 South State Street
Chicago, Illinois 60604
(312) 747-7778
(312) 747-3920 (FAX)
(312) 744-2204 (TTY)

<http://www.cityofchicago.org>

May 21, 2010

Dear Vendor:

This letter is to inform you that the City of Chicago has extended your status as a certified business until September 1, 2010. This extension does not guarantee eligibility in the program but will act as a courtesy extension while we complete a review of the documentation submitted by your firm.

If your certification status does not expire or, if your No Change Affidavit for continued certification is not due until after September 1, 2010, then this letter has no impact on your existing certification status.

Please notify us immediately, if the financial condition of your business has changed since submittal of your financials with your No Change Affidavit, we may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your firm.

Please present this letter as evidence of your certification to be included with bid document submittals. The Department of Procurement Services and Sister Agencies have been notified of this courtesy extension and will accept this letter as evidence of certification for bidding purposes.

If you have any questions, please feel free to call our office at 312-747-7778.

Sincerely,

Anthony O. Boswell
Executive Director



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1513

WELLINGTON ELEMENTARY SCHOOL

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

Name of Project: Wellington Elementary

Project Number: _____

FROM:

Art Dose, Inc. MBE WBE
(Name of MBE or WBE)

TO:

Tropic Construction and Public Building Commission of Chicago
(Name of General Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated December 22, 2008. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Signage

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

\$ 33,596.00 (base bid) + alternates

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1513

WELLINGTON ELEMENTARY SCHOOL

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

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

PARTIAL PAY ITEMS

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

n.a.

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Art Dose, Inc.

Name of MBE/WBE Firm (Print)

06.02.10

Date

773-244-9722

Phone

Nora Alonso

Signature

Nora Alonso

Name (Print)

IF APPLICABLE:

By:

n.a.

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

Phone



City of Chicago
Richard M. Daley, Mayor

Office of Compliance

Anthony O. Boswell
Executive Director

DePaul Center
333 South State Street
Chicago, Illinois 60604
(312) 747-7778
(312) 747-3920 (FAX)
(312) 744-2204 (TTY)

<http://www.cityofchicago.org>

May 21, 2010

Dear Vendor:

This letter is to inform you that the City of Chicago has extended your status as a certified business until September 1, 2010. This extension does not guarantee eligibility in the program but will act as a courtesy extension while we complete a review of the documentation submitted by your firm.

If your certification status does not expire or, if your No Change Affidavit for continued certification is not due until after September 1, 2010, then this letter has no impact on your existing certification status.

Please notify us immediately, if the financial condition of your business has changed since submittal of your financials with your No Change Affidavit, we may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your firm.

Please present this letter as evidence of your certification to be included with bid document submittals. The Department of Procurement Services and Sister Agencies have been notified of this courtesy extension and will accept this letter as evidence of certification for bidding purposes.

If you have any questions, please feel free to call our office at 312-747-7778.

Sincerely,

Anthony O. Boswell
Executive Director





City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602

(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

December 2, 2008

Martha Morelos, Sole Proprietor
Art Dose, Inc.
3614 South Lowe
Chicago, Illinois 60609

Dear Ms. Morelos:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **MBE/WBE** certification until **February 1, 2009**.

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

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

Graphic Designs, Signage and Marketing Consulting

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

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/emc

NEIGHBORHOODS



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.

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 THE BID

Name of Project: Wellington Elementary School Renovation

Project Number: 05801

FROM: GARTH BUILDING PRODUCTS & SERVICES MBE WBE
(Name of MBE or WBE)

TO: A I ROOFING COMPANY and Public Building Commission of Chicago
(Name of General Bidder)

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

a Sole Proprietor a Corporation
 a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 01-13-2010. In Addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

MATERIALS

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

FORTY THREE THOUSAND DOLLARS & 00/00 (\$43,000.00)

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.

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

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

SUB-SUBCONTRACTING LEVELS

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

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

NOTICE:

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.

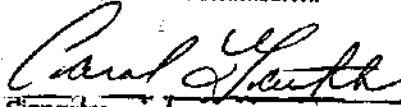
The undersigned will enter into a formal written agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a Notice of Contract award from the Commission.

By:

GARTH BUILDING PRODUCTS
Name of MBE/WBE Firm (Print)

JUNE 4, 2010
Date

708-757-6733
Phone


Signature

CAROL GARTH
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Office of Compliance

100 South Dearborn Street
Executive Director

312-747-7778
312-747-7779
312-747-7780
312-747-7781

<http://www.aucokchicago.org>

May 21, 2010

Dear Vendor:

This letter is to inform you that the City of Chicago has extended your status as a certified business until September 1, 2010. This extension does not guarantee eligibility in the program but will act as a courtesy extension while we complete a review of the documentation submitted by your firm.

If your certification status does not expire or, if your No Change Affidavit for continued certification is not due until after September 1, 2010, then this letter has no impact on your existing certification status.

Please notify us immediately, if the financial condition of your business has changed since submittal of your financials with your No Change Affidavit, we may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your firm.

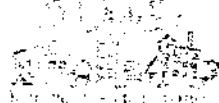
Please present this letter as evidence of your certification to be included with bid document submittals. The Department of Procurement Services and Sister Agencies have been notified of this courtesy extension and will accept this letter as evidence of certification for bidding purposes.

If you have any questions, please feel free to call our office at 312-747-7778.

Sincerely,

Anthony O. Boswell
Executive Director

NEIGHBORHOODS



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1513

WELLINGTON ELEMENTARY SCHOOL

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

Name of Project: WELLINGTON ELEMENTARY SCHOOL

STATE OF ILLINOIS }

}SS

COUNTY OF COOK }

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

CHIEF OPERATING OFFICER

Title and duly authorized representative of

TROPIC CONSTRUCTION CORP.

Name of General Contractor whose address is

325 N WELLS, 8TH FL

in the City of CHICAGO, State of IL

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
TROPIC CONSTRUCTION	DOORS, HALLS, GYM EQ. CASEWORK, GEN. CONDT.	\$ 685,000	\$
NEET BUILDERS	MEP WORK	\$ 300,000	\$
HIGH RISE SECURITY	FIRE ALARM	\$ 315,000	\$
DIAZ HEATING & COOLING	DUCTWORK, HVAC	\$ 159,000	\$
HUMIR CONSTRUCTION	SITE WORK	\$ 255,000	\$
WOLF ELECTRIC	ELECTRICAL APPLIES	\$	\$ 185,000
ART ROSE	SIGNAGE	\$	\$ 33,576
GARTH BUILDING PRODUCTS	ROOFING MATERIALS	\$	\$ 43,000
Total Net MBE/WBE Credit		\$ 1,714,000	\$ 261,596
Percent of Total Base Bid		28.47%	4.33%

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1513

WELLINGTON ELEMENTARY SCHOOL

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

SUB-SUBCONTRACTING LEVELS

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

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

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

By:

TROPIC CONSTRUCTION

Name of Contractor (Print)

6/7/10

Date

312 602 6540

Phone

IF APPLICABLE:

By:

NEST BUILDERS

Joint Venture Partner (Print)

6/7/10

Date

312 915 0557

Phone/FAX


Signature

LALO ECEDEY
Name (Print)


Signature

Ed Owen
Name (Print)

MBE WBE Non-MBE/WBE

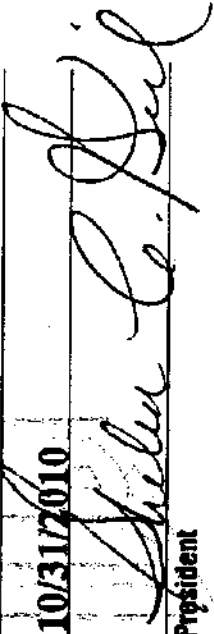
Chicago Minority Supplier Development Council, Inc.

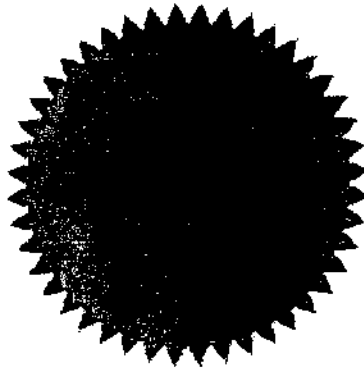
Certificate of Certification

This certificate acknowledges that

TROPIC CONSTRUCTION CORPORATION

has met the stringent certification requirements for a minority owned and controlled business as defined by the National Minority Supplier Development Council certification guidelines.

Certification No.	CH2574
NAICS Code (s)	236220
Product (s) Service (s)	GENERAL CONTRACTOR, BUILDER OF COMMERCIAL AND RESIDENTIAL WORK IN EITHER REHAB OR NEW CONSTRUCTION
Date of Certification	10/31/2009
Expiration Date	10/31/2010
	 President



"Building Business Wealth through Supplier Diversity"

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1513

WELLINGTON ELEMENTARY SCHOOL

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: 6-3-2010

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

Dear Mrs. Cabonargi:

RE: Contract No. 1513

Project Title: Wellington Elementary School Renovation

In accordance with Section 23.01.7, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 23.01.7 as follows:

N/A - MBE/WBE has been met.

Documentation attached: yes no

Based on the information provided above, we request consideration of this waiver request.

Sincerely,


Signature

Lalo Ederly
Print Name

COO
Title

Tropic Construction Corp.
Name of Firm

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1513

WELLINGTON ELEMENTARY SCHOOL

Affidavit Of Uncompleted Work

A. Work Under Contract

List below all work you have under contract as either a general contractor or a subcontractor, including all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work that is the responsibility of the Bidder. The uncompleted dollar value is to be based upon the most recent estimate of the owner or engineer, and must include work subcontracted to others. If no work is contracted, indicate NONE.

	1	2	3	4	Award Pending	TOTALS
Project	Hoyle Community Center	Weatherization	2731 West Winnemac	Squire Village Apartments		
Contract With	Chicago Housing Authority	CEEA	The Habitat Company	Hispanic Housing Development Corp.		
Estimated Completion Date	September 1, 2010	June 30, 2010	August 30, 2010	October 30, 2010		
Total Contract Price	2,367,071.00	828,887.29	134,063.00	1,206,141.00		4,536,162.29
Uncompleted Dollars Value if Firm is the GC	1,309,964.18	761,602.26	134,063.00	884,442.78		
Uncompleted Dollars Value if Firm is the Subcontractor	0.00	0.00	0.00			
TOTAL VALUE OF ALL WORK						4,536,162.29

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

List below the uncompleted dollar value of work for each contract to be completed within the Bidder's own forces, including all work indicated as awards pending. All work subcontracted to others will be listed on C of this form. In a joint venture, list only that portion of the work to be done by the bidder. If no work is contracted, indicate NONE.

	1	2	3	4	Award Pending	TOTALS
Earthwork						
Demolition						
Sewer and Drain						
Foundation						
Painting						
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg Const.)						
Miscellaneous Concrete						
Fireproofing						
Masonry						
H.V.A.C.						

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1513

WELLINGTON ELEMENTARY SCHOOL

	1	2	3	4	Award Pending	TOTALS
Mechanical						
Electrical						
Plumbing						
Roofing and Sheet Metal						
Flooring and Tile Work						
Drywall and Plaster Work						
Ceiling Construction						
Hollow Metal and Hardware						
Glazing and Caulking						
Miscellaneous Arch. Work						
Landscaping						
Fencing						
Others (List)						
General Conditions	720,983.59	32,888.00	30,045.00	82,081.46		865,998.05
TOTALS	720,983.59	32,888.00	30,045.00	82,081.46	0.00	865,998.05

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1513

WELLINGTON ELEMENTARY SCHOOL

C. Work Subcontracted to Others

List below all work, according to each contract on the preceding page, that the Bidder has subcontracted to others. Do NOT include work to be performed by another general contractor in a joint venture. Now work may be indicated as subcontracted to others on awards pending. If no work is subcontracted, indicate NONE.

	1	2	3	4	Awards Pending
Subcontractor	d/bHMS	GW Berkeimer	M Construction	Rafalo Remodeling	
Type of Work	MEP Work	Furnace & Boiler Suppliers	Rough & Finish Carpentry	Rough & Finish Carpentry	
Subcontract Price	540,139.79	6,727.05	104,018.00	1,064,936.99	
Amount Uncompleted	339,367.47	0.00	104,018.00	802,361.32	
Subcontractor	Leon Construction Co.	Serious Materials		Housing Partnership Direct	
Type of Work	Site Work and Concrete	Window Supplier		Adura Flooring	
Subcontract Price	131,400.00	5,824.56		7,325.93	
Amount Uncompleted	25,303.50	0.00		0.00	
Subcontractor	Tecnica Environmental	Johnson Products		Remodelers Supply Center	
Type of Work	Asbestos Abatement	Insulation Supplier		Supplier of windows, doors	
Subcontract Price	74,466.35	6,488.46		14,344.41	
Amount Uncompleted	9,613.62	0.00		0.00	
Subcontractor	BETON Construction	d/bHMS		Elfi, LLC	
Type of Work	Masonry Work	MEP Work		Supplier for Storage Shed	
Subcontract Price	277,001.97	600,000.00		8,462.50	
Amount Uncompleted	37,302.68	600,000.00		0.00	
Subcontractor	Otis Elevator	M Construction			
Type of Work	Elevator Work	Rough & Finish Carpentry			
Subcontract Price	277,001.97	5,190.50			
Amount Uncompleted	5,945.00	5,190.50			
Subcontractor	American Steel Works	Tecnica Environmental			
Type of Work	Structural & Misc. Steel	Asbestos Abatement			
Subcontract Price	125,311.00	10,710.00			
Amount Uncompleted	31,334.67	10,710.00			

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1513

WELLINGTON ELEMENTARY SCHOOL

C. Work Subcontracted to Others (continued)

List below all work, according to each contract on the preceding page, that the Bidder has subcontracted to others. Do NOT include work to be performed by another general contractor in a joint venture. Now work may be indicated as subcontracted to others on awards pending. If no work is subcontracted, indicate NONE.

	1	2	3	4	Awards Pending
Subcontractor	Commercial Woodwork Installation	Rafalo Remodeling			
Type of Work	Demolition & Carpentry	Rough & Finish Carpentry			
Subcontract Price	176,238.48	68,000.00			
Amount Uncompleted	121,717.85	68,000.00			
Subcontractor	Commercial Window Installers	Adi's Heating & Cooling			
Type of Work	Furnish and Install Windows	HVAC Work			
Subcontract Price	33,400.00	50,000.00			
Amount Uncompleted	13,861.00	44,813.76			
Subcontractor	Allied North America				
Type of Work	Bonding				
Subcontract Price	45,348.00				
Amount Uncompleted	4,534.80				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted	1,309,964.18	761,602.26	134,063.00	884,442.78	0.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1513
WELLINGTON ELEMENTARY SCHOOL

Affidavit of Uncompleted Work (continued)

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

Signature

Date

Name (Type or Print)

Title

Bidder Name

Address

City

State

Zip

Subscribed and sworn to before me

this

3rd day of June

2010

Notary Public

Commission expires:

1-14-13



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1513

WELLINGTON ELEMENTARY SCHOOL

Affidavit Of Uncompleted Work

A. Work Under Contract

List below all work you have under contract as either a general contractor or a subcontractor, including all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work that is the responsibility of the Bidder. The uncompleted dollar value is to be based upon the most recent estimate of the owner or engineer, and must include work subcontracted to others. If no work is contracted, indicate NONE.

	1	2	3	4	Award Pending	TOTALS
Project	Window Replace at Wheeling Tower	Window Replace at Meckler, Sunrise and				
Contract With	Housing Authority of the County of Cook	Housing Authority of the County of Cook				
Estimated Completion Date	October 26, 2010	October 20, 2010				
Total Contract Price	262,635.50	190,880.80				453,516.30
Uncompleted Dollars Value if Firm is the GC	262,635.50	190,880.80				
Uncompleted Dollars Value if Firm is the Subcontractor	0.00	0.00				
TOTAL VALUE OF ALL WORK						453,516.30

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

List below the uncompleted dollar value of work for each contract to be completed within the Bidder's own forces, including all work indicated as awards pending. All work subcontracted to others will be listed on C of this form. In a joint venture, list only that portion of the work to be done by the bidder. If no work is contracted, indicate NONE.

	1	2	3	4	Award Pending	TOTALS
Earthwork						
Demolition						
Sewer and Drain						
Foundation						
Painting						
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg Const.)						
Miscellaneous Concrete						
Fireproofing						
Masonry						
H.V.A.C.						

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1513
WELLINGTON ELEMENTARY SCHOOL

	1	2	3	4	Award Pending	TOTALS
Mechanical						
Electrical						
Plumbing						
Roofing and Sheet Metal						
Flooring and Tile Work						
Drywall and Plaster Work						
Ceiling Construction						
Hollow Metal and Hardware						
Glazing and Caulking						
Miscellaneous Arch. Work						
Landscaping						
Fencing						
Others (List)						
General Conditions	34,152.61	24,814.50				58,967.11
TOTALS	34,152.61	24,814.50	0.00	0.00	0.00	58,967.11

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1513

WELLINGTON ELEMENTARY SCHOOL

C. Work Subcontracted to Others

List below all work, according to each contract on the preceding page, that the Bidder has subcontracted to others. Do NOT include work to be performed by another general contractor in a joint venture. Now work may be indicated as subcontracted to others on awards pending. If no work is subcontracted, indicate NONE.

	1	2	3	4	Awards Pending
Subcontractor	Commercial Window Installers	Commercial Window Installers			
Type of Work	Window Installation	Window Installation			
Subcontract Price	228,492.89	166,066.30			
Amount Uncompleted	228,482.89	166,066.30			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
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Subcontract Price					
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Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1513
WELLINGTON ELEMENTARY SCHOOL

C. Work Subcontracted to Others (continued)


List below all work, according to each contract on the preceding page, that the Bidder has subcontracted to others. Do NOT include work to be performed by another general contractor in a joint venture. Now work may be indicated as subcontracted to others on awards pending. If no work is subcontracted, indicate NONE.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted	262,635.50	190,880.80			

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1513
WELLINGTON ELEMENTARY SCHOOL

Affidavit of Uncompleted Work (continued)

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


Signature

6-3-2010
Date

Lalo Edery
Name (Type or Print)

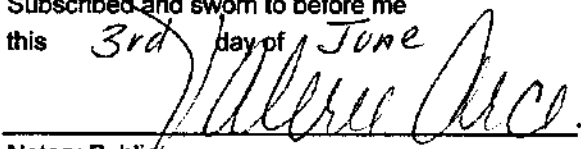
COO
Title

Tropic Construction Corp.
Bidder Name

325 N. Wells, 8th Fl.
Address

Chicago, IL 60654
City State Zip

Subscribed and sworn to before me
this 3rd day of June, 2010


Notary Public



Commission expires: 1-14-13

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1513

WELLINGTON ELEMENTARY SCHOOL

Statement Of Bidder's Qualifications

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

Bidder Tropic Construction Corp.
 Submitted By Lalo Ederly
 Title Chief Operating Officer.
 Permanent Main Office Address 325 N. Wells, 8th Fl.
 Local Address Chicago, IL 60654
 Local Telephone No. and FAX No. 312-602-6540

How many years operating as contractor for work of this nature? 10 Years

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

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.	CHA-Armour Square Apts	2,877,538. ⁰⁰	2008	Concrete Slab Replace
2.	LISC/CPS Clinic Additions	1,956,698. ⁰⁰	2008	Build out of Med. Fac
3.	North Avenue Elderly	10,770,155. ⁰⁰	2007	New Const. 5 Stories
4.	North Avenue Family	5,472,963. ⁰⁰	2007	Rehab of Historic Bldg
5.	Continental Plaza Elderly	3,828,616. ⁰⁰	2007	Behob + upgrades
6.	Continental Plaza Townh.	2,903,336. ⁰⁰	2007	Rehab + upgrades.
7.				
8.				

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1513

WELLINGTON ELEMENTARY SCHOOL

Statement Of Bidder's Qualifications (continued)

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

If submitted by a corporation:

- (a) Corporation Name Tropic Construction Corp.
- (b) State and City in which incorporated Illinois - Chicago
- (c) If incorporated in another state, is firm authorized to do business in the State of Illinois?
Yes N/A No N/A
- (d) Name and address of registered agent in Illinois
Erica Pascal, 325 N. Wells, 8th Fl., Chicago, IL 60654.
- (e) Names and titles of officers authorized to sign contracts

<u>Hipolito Roldan</u>	<u>President.</u>
Name	Title
<u>Lalo Edery</u>	<u>Chief Operating Officer.</u>
Name	Title

If submitted by a partnership:

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

If submitted by an individual:

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

[Signature]
Signature of Affiant

Subscribed and sworn to before me this 3rd day of June 2010

[Signature]
Notary Public

My Commission expires: 1-14-13



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1513

WELLINGTON ELEMENTARY SCHOOL

Disclosure Of Retained Parties

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

A. Definitions and Disclosure Requirements

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

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction

: N/A

Description of goods or services to be provided under Contract

N/A.

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1513

WELLINGTON ELEMENTARY SCHOOL

Retained Parties:

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1513

WELLINGTON ELEMENTARY SCHOOL

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

Signature

[Handwritten Signature]
Lalo Ederly
Name (Type or Print)

Date

6-3-2010
Chief Operating Officer
Title

Subscribed and sworn to before me
this 3rd day of June, 2010

[Handwritten Signature]
Notary Public



Commission expires: 1-14-13

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1513

PERFORMANCE AND PAYMENT BOND

Contract No. 1513

Bond No. 1000829976

KNOW ALL MEN BY THESE PRESENTS, that we, Tropic Construction Corporation / Nest Builders Inc. Joint Venture, organized and existing under the laws of the State of Illinois, with offices in the City of Chicago, State of Illinois, as Corporate Principal, and U.S. Specialty Insurance Company

a corporation organized and existing under the laws of the State of TX, with offices in the State of + IL*, as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of Six Million Twenty-One Thousand Two Hundred Twenty-Five Dollars and No Cents (\$6,021,225.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated June 8, 2010, for the fabrication, delivery, performance and installation of

Wellington Elementary School Renovation
3000 N. Mango Avenue, Chicago, IL
Renovation Work

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1513

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

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

It is expressly understood and agreed that this Bond, in the penal sum of Six Million Twenty-One Thousand Two Hundred Twenty-Five Dollars and No Cents (\$6,021,225.00) shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1513

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this June 15, 2010, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:
Tropic Construction Corporation

Name

325 N. Wells, 8th Floor
Business Address

Chicago, IL 60654
City State

CORPORATE SEAL

ATTEST:

BY *Erica Pascal*
Asst Secretary
Title

BY ERICA PASCAL
Business Address & Telephone
325 N WELLS, CHICAGO
312 602. 6540

ATTEST:

BY *Sachin Anand*
Secretary
Title

BY *Sachin Anand*
Business Address & Telephone
303 W ERIE ST., CHICAGO
312 915-0557

Tropic Construction Corporation
Corporate Principal
BY *[Signature]*
President
Title

U.S. Specialty Insurance Company
Corporate Surety
BY *[Signature]*
Thomas J. Joslin Attorney-in-Fact
Title
CORPORATE SEAL

Nest Builders Inc.
Corporate Principal
BY *Gil Sierra*
President
Title

Corporate Surety
Title
CORPORATE SEAL



[Signature]

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1513

FOR CLAIMS (Please Print):

Contact Name: Brian Steele

Business Address: 13403 Northwest Freeway, Houston, TX 77040

Telephone: 860-284-4625 Fax: 713-744-3727

The rate of premium of this Bond is \$ 13.20 per thousand. **

Total amount of premium charged is \$ 79,480.00 **

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

** Must be filled in by the Corporate Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1513

BOND APPROVAL

BY [Signature]
Secretary,
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

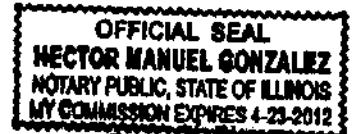
I, Erica Pascal, certify that I am the Assistant Secretary of Tropic Construction Corporation corporation, named as Principal in the foregoing performance and payment bond, that Hepolito Roldan who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 15 day of April 2010.

[Signature] Erica Pascal, Asst Secy

CORPORATE SEAL

CERTIFICATE AS TO CORPORATE SEAL



I, SACHO ANTON, certify that I am the _____ Secretary of Nest Builders Inc. corporation named as Principal in the foregoing performance and payment bond, that GIL SIERRA who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 16 day of July 2010.

[Signature] Sacho Anton

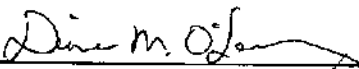
CORPORATE SEAL

ACKNOWLEDGEMENT BY SURETY

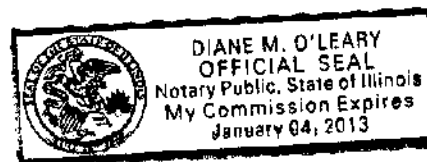
STATE OF ILLINOIS
COUNTY OF COOK

On this 15th day of June 2010, before me, Diane M. O'Leary, a Notary Public, within and for said County and State, personally appeared Thomas J. Joslin to me personally known to be the Attorney-in-Fact of and for U.S. Specialty Insurance Company and acknowledged that he executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois
County of Cook



POWER OF ATTORNEY

(To be used with bonds issued on behalf of U.S. SPECIALTY INSURANCE COMPANY)

Know All Men by These Presents That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Geoffrey E. Heekin, Karen Daniel, Kathleen J. Mailles, Linda Iser, Marcia K. Cesafsky, Patricia M. Doyle, Richard A. Moore, Sandra Martinez, Susan A. Welsh, Susan J. Preiksa or Thomas J. Joslin of Chicago, Illinois

its true and lawful Attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed ****Seventy-Five Million**** Dollars (\$ ****75,000,000.00**) and to bind the Company thereby as

fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the U. S. Specialty Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary;

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted by unanimous written consent in lieu of meeting on July 7, 2003.)

In Witness Whereof, U. S. SPECIALTY INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal, to be hereto affixed this 2nd day of January, 2008.

Corporate Seal



U.S. SPECIALTY INSURANCE COMPANY

By

Adam S. Pessin

Adam S. Pessin, Vice President

State of California

County of Los Angeles ss:

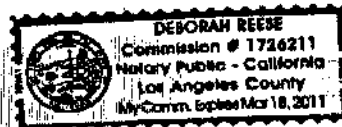
On this 2nd day of January, 2008, before me, Deborah Reese, a notary public, personally appeared Adam S. Pessin, Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his /her /their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature

Deborah Reese

(Seal)



I, Jeannie Kim, Assistant Secretary of U. S. SPECIALTY INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Los Angeles, California this 15th day of June, 2010.

Corporate Seal



Jeannie Kim

Jeannie Kim, Assistant Secretary

Bond No. 1000829976

Agency No. 16403

To inquire about this bond, please write to us at surety-bond-inquiry@hcc.com

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1513

WELLINGTON ELEMENTARY SCHOOL

Document Submittal Checklist

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

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

The following documents must be submitted to the Commission with the Contractor's Bid:

1. Financial Statement
2. Disclosure Affidavit
3. Statement of Bidder's Qualifications
4. TBD Disclosure of Retained Parties (The apparent low and the apparent 2nd low bidder must submit a fully executed Disclosure of Retained Parties within 5 days after bid opening).

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1513

WELLINGTON ELEMENTARY SCHOOL

EXHIBIT #1

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

Cook County Prevailing Wage for May 2010

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC		BLD		31.540	0.000	1.5	1.5	2.0	9.670	9.610	0.000	0.520
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL		41.850	43.850	1.5	1.5	2.0	8.600	9.810	0.000	0.220
CERAMIC TILE FNISHER		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMM. ELECT.		BLD		36.440	38.940	1.5	1.5	2.0	7.650	7.750	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		39.850	46.430	1.5	1.5	2.0	9.870	12.40	0.000	0.300
ELECTRIC PWR GRNDMAN		ALL		31.080	46.430	1.5	1.5	2.0	7.700	9.680	0.000	0.240
ELECTRIC PWR LINEMAN		ALL		39.850	46.430	1.5	1.5	2.0	9.870	12.40	0.000	0.300
ELECTRICIAN		ALL		40.400	43.000	1.5	1.5	2.0	11.33	9.420	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		46.160	51.930	2.0	2.0	2.0	10.03	9.460	2.770	0.000
FENCE ERECTOR		ALL		30.700	32.200	1.5	1.5	2.0	7.950	8.430	0.000	0.500
GLAZIER		BLD		37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.740
HT/FROST INSULATOR		BLD		42.050	44.550	1.5	1.5	2.0	9.670	10.81	0.000	0.520
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	11.00	15.99	0.000	0.300
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		42.770	44.770	1.5	1.5	2.0	7.750	8.690	0.650	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	3	44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	4	36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	2	42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	4	39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER		ALL		40.200	42.450	2.0	2.0	2.0	8.700	14.04	0.000	0.500
PAINTER		ALL		38.000	42.750	1.5	1.5	1.5	8.350	9.400	0.000	0.670
PAINTER SIGNS		BLD		31.740	35.640	1.5	1.5	1.5	2.600	2.540	0.000	0.000

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PILEDRIIVER	ALL	40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER	BLD	43.150	46.150	1.5	1.5	2.0	7.660	9.550	0.000	1.570
PLASTERER	BLD	38.550	40.860	1.5	1.5	2.0	9.000	9.690	0.000	0.450
PLUMBER	BLD	44.000	46.000	1.5	1.5	2.0	9.860	7.090	0.000	1.030
ROOFER	BLD	37.000	40.000	1.5	1.5	2.0	7.500	6.020	0.000	0.330
SHEETMETAL WORKER	BLD	40.460	43.700	1.5	1.5	2.0	9.580	12.35	0.000	0.610
SIGN HANGER	BLD	28.210	29.060	1.5	1.5	2.0	4.450	2.880	0.000	0.000
SPRINKLER FITTER	BLD	40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR	ALL	40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON	BLD	39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.380
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR	HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend:

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

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

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

HAW (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

COOK COUNTY

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

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work

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performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

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

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any

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nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete

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Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including 3/4 cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall .

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader,

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Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

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

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

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

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

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Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (Hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

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

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

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or

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Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

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

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

Other Classifications of Work:

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

LANDSCAPING

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

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EXHIBIT #2 INSURANCE REQUIREMENTS

The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose.

INSURANCE TO BE PROVIDED

1) Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease. Coverage will include a Waiver of Kotecki endorsement specifically insuring the Contractor's obligations pursuant to waiver of its Kotecki rights

2) Commercial General Liability (Primary and Umbrella)

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

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

3) Automobile Liability (Primary and Umbrella)

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

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

4) Contractors Pollution Liability (including Asbestos Abatement)

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$2,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced,

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must have an extended reporting period of two (2) years. The Public Building Commission, Board of Education of the City of Chicago and City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

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

5) **Professional Liability**

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

6) **Builders Risk/Inland Marine**

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

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

B. ADDITIONAL REQUIREMENTS

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

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

The Commission reserves the right to obtain copies of insurance policies and records

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

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

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

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

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

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

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

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

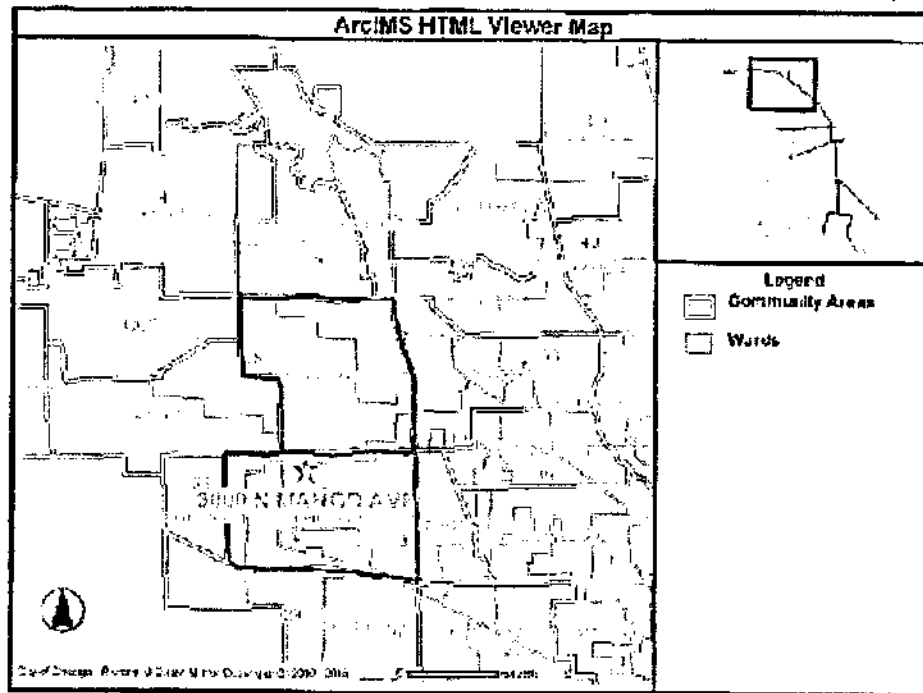
The Public Building Commission maintains the rights to modify, delete, alter or change these requirements.

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EXHIBIT # 3 COMMUNITY AREA MAP

Map Output

Page 1 of 1



http://maps.cityofchicago.org/service/com.esri.csr/mapView.aspx?ServiceName=public_ovc... 4/30/2010

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

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

TROPIC CONSTRUCTION CORPORATION
325 NORTH WELLS
8TH FLOOR
CHICAGO IL 60654

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC041017

CERTIFICATE NUMBER: GC041017-6

FEE: \$ 2000

DATE ISSUED: 09/23/2009

DATE EXPIRES: 09/27/2010

THIS LICENSE IS NON-TRANSFERABLE

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

Handwritten signature of Richard M. Daley.

Richard M. Daley
Mayor

Handwritten signature of Richard J. Monocchio.

Richard J. Monocchio
Commissioner

Chicago Minority Supplier Development Council, Inc.

Certificate of Certification

This certificate acknowledges that

TROPIC CONSTRUCTION CORPORATION

has met the stringent certification requirements for a minority owned and controlled business as defined by the National Minority Supplier Development Council certification guidelines.

Certification No.

CH2574

NAICS Code(s)

236220

Product(s) Service(s)

GENERAL CONTRACTOR, BUILDER OF COMMERCIAL AND RESIDENTIAL WORK IN EITHER REHAB OR NEW CONSTRUCTION

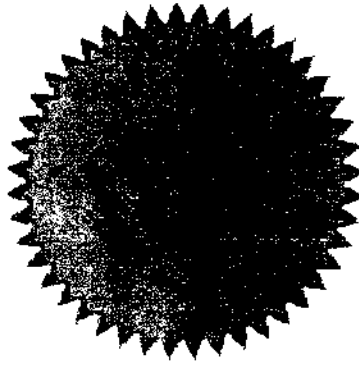
Date of Certification

10/31/2009

Expiration Date

10/31/2010

Shelton Co. Seal
President



"Building Business Wealth through Supplier Diversity"



June 2, 2010

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

Subject: Tropic Construction Corp.
Wellington Elementary School Renovation
3000 North Mango Ave., Chicago, IL
Contract No. 1513, Project No. 05801

To Whom It May Concern:

Tropic Construction Corp. is a valued client of AON Risk Services. Bonds for Tropic Construction Corp. are written through U.S. Specialty Insurance Company, which is rated A+, Class XIV by A.M. Best and is listed in the Federal Register.

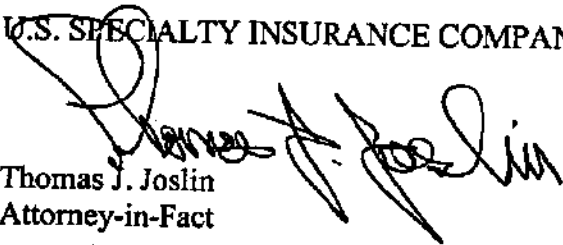
It is our understanding that Tropic Construction Corp. is submitting a bid proposal for the above captioned project.

In the event Tropic Construction Corp. is the successful bidder and a contract is awarded to Tropic, U.S. Specialty Insurance Company is prepared to issue 100% performance and payment bonds in favor of Public Building Commission of Chicago with mutually acceptable contract terms and bond forms.

AON Risk Services, as the agent for Tropic Construction Corp., is located at 200 E. Randolph, 12th Floor, Chicago, IL 60601. Please feel free to call me at (312) 381-2160 should you have any questions

Sincerely,

U.S. SPECIALTY INSURANCE COMPANY


Thomas J. Joslin
Attorney-in-Fact

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 2nd day of June 2010, before me, Diane M. O'Leary, a Notary Public, within and for said County and State, personally appeared Thomas J. Joslin to me personally known to be the Attorney-in-Fact of and for U.S. Specialty Insurance Company and acknowledged that he executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Diane M. O'Leary

Notary Public in the State of Illinois
County of Cook



POWER OF ATTORNEY

(To be used with bonds issued on behalf of U.S. SPECIALTY INSURANCE COMPANY)

Know All Men by These Presents That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Geoffrey E. Heekin, Karen Daniel, Kathleen J. Mailles, Linda Iser, Marsha K. Cesafsky, Patricia M. Doyle, Richard A. Moore, Sandra Martinez, Susan A. Welsh, Susan J. Priska or Thomas J. Joslin of Chicago, Illinois

its true and lawful Attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Seventy-Five Million***** Dollars (\$ ****75,000,000.00**) and to bind the Company thereby as

fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the U.S. Specialty Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notes and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted by unanimous written consent in lieu of meeting on July 7, 2003.)

In Witness Whereof, U.S. SPECIALTY INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed this 2nd day of January, 2008.

Corporate Seal



U.S. SPECIALTY INSURANCE COMPANY

By

Adam S. Pessin

Adam S. Pessin, Vice President

State of California
County of Los Angeles ss:

On this 2nd day of January, 2008, before me, Deborah Reese, a notary public, personally appeared Adam S. Pessin, Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his /her /their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature *Deborah Reese* (Seal)



I, Jeannie Kim, Assistant Secretary of U.S. SPECIALTY INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Los Angeles, California this 2nd day of June, 20 10

Corporate Seal



Jeannie Kim

Jeannie Kim, Assistant Secretary

Bond No. N/A

Agency No. 16403

To inquire about this bond, please write to us at surety-bond-inquiry@hcc.com



CERTIFICATE OF LIABILITY INSURANCE

OP ID NF

DATE (MM/DD/YYYY)

06/15/10

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).

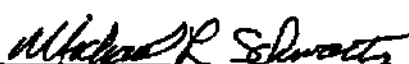
PRODUCER Schwartz Insurance Agency Inc. 500 West Madison St., Ste#2760 Chicago IL 60661-4400 Phone: 312-630-0800 Fax: 312-630-7910	CONTRACT NAME:		
	PHONE (A/C. No. Ext.):	FAX (A/C. No.):	
E-MAIL ADDRESS:			
PRODUCER CUSTOMER ID #: TROPI-1			
INSURED Tropic Construction Corp. Hispanic Housing Dev. Corp. 325 N. Wells Street, 8th Floor Chicago IL 60654	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	American safety indemnity Co.	
	INSURER B:	Essex Insurance Company	
	INSURER C:	LIBERTY MUTUAL INS. CO.	
	INSURER D:	Massachusetts Bay Insurance Co	
	INSURER E:	NAVIGATORS INSURANCE COMPANY	
	INSURER F:		

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			ESL0145630904	01/01/10	01/01/11	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						COVERAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$	
	GENL AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PER PROJECT AGGREGATE INCLUDED			GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 1,000,000	
							Deductibl	\$ 10,000	
D	AUTOMOBILE LIABILITY			ADC39914400	09/04/09	09/04/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
<input checked="" type="checkbox"/> NON-OWNED AUTOS			ADC39914400	09/04/09	09/04/10		\$		
							\$		
B	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	XOMN182910	01/01/10	01/01/11	EACH OCCURRENCE	\$ 4,000,000	
	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$ 4,000,000	
	DEDUCTIBLE							\$	
	RETENTION \$						\$		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC734850294	12/22/09	12/22/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Pollution Liability			CH09ECP656272NC	09/21/09	09/21/10		1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Wellington Elementary School / Contract No. 1513. The Public Building Commission, Board of Education of the City of Chicago, & the City of Chicago are named as Additional Insureds with respect to General Liability. Waiver of Subrogation Endorsement with respect to General Liability coverage included. Pollution Liability Limit increased to \$2,000,000 for this project.

CERTIFICATE HOLDER Public Bldg Commis of Chicago Public Bldg Commis Proc Dept Richard J. Daley Center Room 200 Chicago IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

OPERATING AGREEMENT FOR TROPIC/NEST BUILDERS JOINT VENTURE, LIMITED LIABILITY COMPANY

I. PRELIMINARY PROVISIONS

(1) **Effective Date:** This operating agreement of Tropic/Nest Builders Joint Venture, LLC (The LLC) Effective June 1st, 2010, is adopted by the members whose signatures appear at the end of this agreement. Its two members are Tropic Construction Corporation Corp. (Tropic) and Nest Builders, Inc. (Nest)

(2) **Formation:** This limited liability company (LLC) is intended to be formed for the only and specific intention to present a response to the RFP for The Wellington School Renovations by the PBC.

(3) **Name:** The formal name of this LLC is as stated above. However, this LLC may do business under a different name by complying with the state's fictitious or assumed business name statutes and procedures.

(4) **Registered Office and Agent:** The registered office of this LLC and the registered agent are as follows: Joel N. Goldblatt, 515 N State Street, Suite 2200, Chicago, IL 60654 The registered office and agent may be changed from time to time as the members may see fit, by filing a change of registered agent or office form with the state LLC filing office. It will not be necessary to amend this provision of the operating agreement if and when such a change is made.

(5) **Business Purposes:** The specific business purposes and activities contemplated by the founders of this LLC at the time of initial signing of this agreement consist of the following:

To form a temporary General Contracting Joint Venture to construct the Wellington School Renovations in Chicago (The Project).

It is understood that the foregoing statement of purposes shall not serve as a limitation on the powers or abilities of this LLC, which shall be permitted to engage in any and all lawful business activities. If this LLC intends to engage in business activities outside the state of its formation that require the qualification of the LLC in other states, it shall obtain such qualification before engaging in such out-of-state activities.

(6) **Duration of LLC:** The duration of this LLC shall be limited to the completion of the Project. Further, this LLC shall terminate when a proposal to dissolve the LLC is adopted by the membership of this LLC or when this LLC is otherwise terminated in accordance with law.

II. MEMBERSHIP PROVISIONS

(1) **Non-liability of Members:** No member of this LLC shall be personally liable for the expenses, debts, obligations or liabilities of the LLC, or for claims made against it. The LLC shall indemnify and hold harmless each Member from and against all liabilities, obligations, losses, damages or judgments of any kind that may arise by reason of being Members of this LLC.

(2) **Reimbursement for Organizational Costs:** Members shall be reimbursed by the LLC for organizational expenses paid by the members. Any such expenses over \$ 1,000.00 shall be pre-approved by the Members. The LLC shall be authorized to elect to deduct organizational expenses and start-up expenditures pro-rated over a period of time as permitted by the Internal Revenue Code and as may be advised by the LLC's tax advisor.

(3) **Management:** This LLC shall be managed exclusively by its members.

(4) **Members' Percentage Interests:** A member's percentage interest in this LLC shall be computed as a fraction, the numerator of which is the total of a member's capital account and the denominator of which is the total of all capital accounts of all members. This fraction shall be expressed in this agreement as a percentage, which shall be called each member's "percentage interest" in this LLC.

(5) **Membership Voting:** Except as otherwise may be required by this operating agreement, or under the laws of this state, each member shall vote on any matter submitted to the membership for approval in proportion to the member's percentage interest in this LLC as of the date of such vote. Further, unless defined otherwise for a particular provision of this operating agreement, the phrase "majority of members" means the vote of members whose combined votes equal more than 50% of the votes of all members in this LLC.

(6) Compensation: Members shall not be paid as members of the LLC for performing any duties associated with such membership, including management of the LLC. Members may be paid, however, for any services rendered in any other capacity for the LLC, whether as officers, employees, independent contractors or otherwise. Notwithstanding the above, compensation for the performance of duties including management of the LLC should follow a format that is reviewed and approved by the Members.

(7) Members' Meetings: The LLC shall not provide for regular members' meetings, except for one annual meeting. However, any member may call a meeting by communicating his or her wish to schedule a meeting to all other members. Such notification may be in person or in writing, or by telephone, facsimile machine, or other form of electronic communication reasonably expected to be received by a member, and the other members shall then agree, either personally, in writing, or by telephone, facsimile machine or other form of electronic communication to the member calling the meeting, to meet at a mutually acceptable time and place. Notice of the business to be transacted at the meeting need not be given to members by the member calling the meeting, and any business may be discussed and conducted at the meeting.

If all members cannot attend a meeting, it shall be postponed to a date and time when all members can attend, unless all members who do not attend have agreed in writing to the holding of the meeting without them. If a meeting is postponed, and the postponed meeting cannot be held either because all members do not attend the postponed meeting or the non-attending members have not signed a written consent to allow the postponed meeting to be held without them, a second postponed meeting may be held at a date and time announced at the first postponed meeting. The date and time of the second postponed meeting shall also be communicated to any members not attending the first postponed meeting. The second postponed meeting may be held without the attendance of all members as long as a majority of the percentage interests of the membership of this LLC is in attendance at the second postponed meeting. Written notice of the decisions or approvals made at this second postponed meeting shall be mailed or delivered to each non-attending member promptly after the holding of the second postponed

meeting. Written minutes of the discussions and proposals presented at a members' meeting, and the votes taken and matters approved at such meeting, shall be taken by one of the members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed in the LLC's records book after the meeting.

(8) Membership Certificates: This LLC shall be authorized to obtain and issue certificates representing or certifying membership interests in this LLC. Each certificate shall show the name of the LLC, the name of the member, and state that the person named is a member of the LLC and is entitled to all the rights granted members of the LLC under this operating agreement and/or provisions of law. Each membership certificate shall be consecutively numbered and signed by one or more Members of this LLC. The certificates shall include any additional information considered appropriate for inclusion by the members on membership certificates.

In addition to the above information, all membership certificates shall bear a prominent legend on their face or reverse side stating, summarizing or referring to any transfer restrictions that apply to memberships in this LLC under the Certificate of Formation and/or this operating agreement, and the address where a member may obtain a copy of these restrictions upon request from this LLC.

The records book of this LLC shall contain a list of the names and addresses of all persons to whom certificates have been issued, show the date of issuance of each certificate, and record the date of all cancellations or transfers of membership certificates.

(9) Other Business by Members: Each member shall agree not to own, except as agreed otherwise in writing by the other Member, an interest in, manage or work for another business, enterprise or endeavor, if such ownership or activities would compete with this LLC's business goals, mission, profitability or productivity, or would diminish or impair the member's ability to provide maximum effort and performance in managing the business of this LLC.

III. TAX AND FINANCIAL PROVISIONS

(1) Tax Classification of LLC: The members of this LLC intend that this LLC be initially classified as a partnership for federal and, if applicable, state income tax purposes. It is understood that all members may agree to change the tax treatment of this LLC by

signing, or authorizing the signature of, IRS Form 8832, Entity Classification Election, and filing it with the IRS and, if applicable, the state tax department within the prescribed time limits.

(2) **Tax Year and Accounting Method:** The tax year of this LLC shall be December 31st. The LLC shall use the accrual method of accounting. Both the tax year and the accounting period of the LLC may be changed with the consent of all members if the LLC qualifies for such change, and may be effected by the filing of appropriate forms with the IRS and state tax authorities.

(3) **Tax Matters Partner:** Tropic (Cesar Ederly as its Principal) is hereby designated "tax matters partner" in accordance with Internal Revenue Code Section 6231(a)(7) and corresponding regulations, who will fulfill this role by being the spokesperson for the LLC in dealings with the IRS as required under the Internal Revenue Code and Regulations, and who will report to the members on the progress and outcome of these dealings.

(4) **Annual Income Tax Returns and Reports:** Within 60 days after the end of each tax year of the LLC, a copy of the LLC's state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each member of the LLC, together with any additional information and forms necessary for each member to complete his or her individual state and federal income tax returns. If this LLC is classified as a partnership for income tax purposes, this additional information shall include a federal (and, if applicable, state) Form K-1 (Form 1065-Partner's Share of Income, Credits, Deductions) or equivalent income tax reporting form. This additional information shall also include a financial report, which shall include a balance sheet and profit and loss statement for the prior tax year of the LLC.

(5) **Bank Accounts:** The LLC shall designate one or more banks or other institutions for the deposit of the funds of the LLC, and shall establish savings, checking, investment and other such accounts as are reasonable and necessary for its business and investments. Two members of the LLC, one from Nest Builders and one from Tropic, shall be designated with the consent of all members to deposit and withdraw funds of the LLC, and to direct the investment of funds from, into and among such

accounts. Checks must bear the signatures of two members, one from Nest Builders and one from Tropic. The funds of the LLC, however and wherever deposited or invested, shall not be commingled with the personal funds of any members of the LLC.

(6) **Title to Assets:** All personal and real property of this LLC shall be held in the name of the LLC, not in the names of individual members.

IV. CAPITAL PROVISIONS

(1) **Capital Contributions by Members:** The Membership Interests comprise of 1000 units of membership units in the Company. Tropic shall make a contribution of \$ 760.00 in cash each, corresponding to 760 membership units; Nest Builders shall make a contribution of \$ 240.00 corresponding to 240 membership units. Unless otherwise noted, cash shall be paid or delivered to the LLC on or by _____

(2) **Additional Contributions by Members:** The members may agree, from time to time by unanimous vote, to require the payment of additional capital contributions by the members, on or by a mutually agreeable date.

(3) **Failure to Make Contributions:** If a member fails to make a required capital contribution within the time agreed for a member's contribution, the members shall reschedule the time for payment of the capital contribution by the late-paying member, setting any additional repayment terms, such as a late payment penalty, rate of interest to be applied to the unpaid balance, or other monetary amount to be paid by the delinquent member, as the member decide. No required capital contribution shall be delinquent for more than 60 days.

In case one of the members is unable or unwilling to make the required capital contributions to the LLC after the revised deadline has past, the other member has the right to buy the membership units from the remaining member and make such contribution. The buy/sell agreement as well as its insurance policy shall be agreed separately and executed no later than 11/17/09.

(4) **No Interest on Capital Contributions:** No interest shall be paid on funds or property contributed as capital to this LLC, or on funds reflected in the capital accounts of the members.

(5) **Capital Account Bookkeeping:** A capital account shall be set up and maintained on the books of the LLC for each member. It shall reflect each member's capital contribution to the LLC, increased by each member's share of profits in the LLC, decreased by each member's share of losses and expenses of the LLC, and adjusted as required in accordance with applicable provisions of the Internal Revenue Code and corresponding income tax regulations.

(6) **Consent to Capital Contribution Withdrawals and Distributions:** Members shall not be allowed to withdraw any part of their capital contributions or to receive distributions, whether in property or cash, except as otherwise allowed by this agreement and, in any case, only if such withdrawal is made with the written consent of all members.

(7) **Allocations of Profits and Losses:** No member shall be given priority or preference with respect to other members in obtaining a return of capital contributions, distributions or allocations of the income, gains, losses, deductions, credits or other items of the LLC. The profits and losses of the LLC, and all items of its income, gain, loss, deduction and credit shall be allocated to members according to each member's percentage interest in this LLC.

(8) **Allocation and Distribution of Cash to Members:** Cash from LLC business operations, as well as cash from a sale or other disposition of LLC capital assets, may be distributed from time to time to members in accordance with each member's percentage interest in the LLC, as may be decided by consensus of all the members.

(9) **Allocation of Noncash Distributions:** If proceeds consist of property other than cash, the members shall decide the value of the property and allocate such value among the members in accordance with each member's percentage interest in the LLC. If such noncash proceeds are later reduced to cash, such cash may be distributed among the members as otherwise provided in this agreement.

(10) **Allocation and Distribution of Liquidation Proceeds:** Regardless of any other provision in this agreement, if there is a distribution in liquidation of this LLC, or when any member's interest is liquidated, all items of income and loss shall be allocated to the

members' capital accounts, and all appropriate credits and deductions shall then be made to these capital accounts before any final distribution is made. A final distribution shall be made to members only to the extent of, and in proportion to, any positive balance in each member's capital account.

V. MEMBERSHIP WITHDRAWAL AND TRANSFER PROVISIONS

(1) **Withdrawal of Members:** A member may not withdraw from this LLC unless approved by the Members of the LLC.

(2) **Restrictions on the Transfer of Membership:** A member shall not transfer his or her membership in the LLC unless all non-transferring members in the LLC first agree to approve the admission of the transferee into this LLC. Further, no member may encumber a part or all of his or her membership in the LLC by mortgage, pledge, granting of a security interest, lien or otherwise, unless the encumbrance has first been approved in writing by all other members of the LLC.

Notwithstanding the above provision, any member shall be allowed to assign an economic interest in his or her membership to another person or trust without the approval of the other members. Such an assignment shall not include a transfer of the member's voting or management rights in this LLC, and the assignee shall not become a member of the LLC.

VI. DISSOLUTION PROVISIONS

(1) **Events That Trigger Dissolution of the LLC:** The following events shall trigger a dissolution of the LLC, except as provided:

(a) the death, permanent incapacity, bankruptcy, conviction of felony or fraud, retirement, resignation or expulsion of a member due to breach of fiduciary duties, except that within thirty (30) of the happening of any of these events, all remaining members of the LLC may vote to continue the legal existence of the LLC, in which case the LLC shall not dissolve;

(b) the written agreement of all members to dissolve the LLC;

(c) entry of a decree of dissolution of the LLC under state law;

(d) The above notwithstanding, the LLC shall carry an insurance policy protecting each Member in case of death or incapacity of officers or directors such that

the one Member is able to purchase the membership units owned by the other Member.

VII. GENERAL PROVISIONS

(1) Officers: All members of the LLC are hereby officers. Cesar (Lalo) Edery, is hereby named Managing Member as principal of Tropic. Persons who fill these positions need not be members of the LLC. Such positions may be compensated or non-compensated according to the nature and extent of the services rendered for the LLC as a part of the duties of each office. Ministerial services only as a part of any officer position will normally not be compensated, such as the performance of officer duties specified in this agreement, but any officer may be reimbursed by the LLC for out-of-pocket expenses paid by the officer in carrying out the duties of his or her office. Any out-of-pocket expenses above \$ 1,000 shall be pre-approved by the Members.

(2) Records: The LLC shall keep at its principal business address a copy of all proceedings of membership meetings, as well as books of account of the LLC's financial transactions. A list of the names and addresses of the current membership of the LLC also shall be maintained at this address, with notations on any transfers of members' interests to nonmembers or persons being admitted into membership in the LLC. Copies of the LLC's Certificate of Formation, a signed copy of this operating agreement, and the LLC's tax returns for the preceding three tax years shall be kept at the principal business address of the LLC. A statement also shall be kept at this address containing any of the following information that is applicable to this LLC:

- the amount of cash or a description and value of property contributed or agreed to be contributed as capital to the LLC by each member;
- a schedule showing when any additional capital contributions are to be made by members to this LLC;
- a statement or schedule, if appropriate, showing the rights of members to receive distributions representing a return of part or all of members' capital contributions; and if one or more of the above items is included or listed in this operating agreement, it will be sufficient to keep a copy of this agreement at the principal business address of the LLC without having to prepare and keep a separate record of such item or items at this address. Any member may inspect any and all records maintained by the LLC upon reasonable notice to the LLC. Copying of the LLC's

records by members is allowed, but copying costs shall be paid for by the requesting member.

(3) All Necessary Acts: The members and of this LLC are authorized to perform all acts necessary to perfect the organization of this LLC and to carry out its business operations expeditiously and efficiently. Both members of the LLC shall certify to other businesses, financial institutions and individuals as to the authority of one or more members or officers of this LLC to transact specific items of business on behalf of the LLC.

(4) Mediation and Arbitration of Disputes Among Members: In any dispute over the provisions of this operating agreement and in other disputes among the members, if the members cannot resolve the dispute to their mutual satisfaction, the matter shall be submitted to mandatory mediation. The terms and procedure for mediation shall be arranged by the parties to the dispute within 15 calendar days of resolution impasse. If good-faith mediation of a dispute proves impossible or if an agreed-upon mediation outcome cannot be obtained by the members who are parties to the dispute, then the dispute shall be submitted to attorney-based litigation in the State of Illinois after a mandatory period of 30 days thereafter.

(5) Entire Agreement: This operating agreement represents the entire agreement among the members of this LLC, and it shall not be amended, modified or replaced except by a written instrument executed by all the parties to this agreement who are current members of this LLC as well as any and all additional parties who became members of this LLC after the adoption of this agreement. This agreement replaces and supersedes all prior written and oral agreements among any and all members of this LLC.

(6) Severability: If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remaining provisions shall remain in effect and enforceable.

VIII. SIGNATURES OF MEMBERS

(1) Execution of Agreement: In witness whereof, the members of this LLC sign and adopt this agreement as the operating agreement of this LLC.

Tropic Construction Corp.

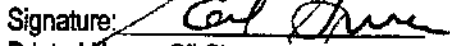
Date: 6/1/10

Signature: 

Printed Name: Cesar Edery

Nest Builders, Inc.

Date: 6-1-10

Signature: 

Printed Name: Gil Sierra