

**PUBLIC BUILDING COMMISSION OF CHICAGO  
PROFESSIONAL SERVICES AGREEMENT FOR  
CONSTRUCTION MANAGEMENT RISK (CMAR) SERVICES  
PS3021D**

**THIS AGREEMENT ("Agreement")** is made and entered into as of the 11<sup>th</sup> day of December, 2018, by and between the Public Building Commission of Chicago, located at 50 West Washington Street, Chicago, Illinois 60602 ("**PBC**" or "**Commission**") and **Blinderman ALL JV**, located at 224 North Desplaines Street, Suite 650, Chicago, Illinois (the "**Construction Manager**").

**TERMS AND CONDITIONS**

**1. Description of Services.** PBC hereby engages the Construction Manager to perform certain pre-construction services as more fully described in **EXHIBIT A** hereof (the "**Services**") with respect to the renovation and rehabilitation, improvement and or construction of the Palmer Elementary School Annex and Renovations located at 5051 North Kenneth Ave, Chicago, Illinois (the "**Project**").

**2. Performance Standard.** The Construction Manager represents and agrees that the Services performed under this Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field. The Construction Manager shall promptly provide notice to the PBC if it identifies any problem or issue that may affect the performance of the Services or the Project. The Construction Manager further represents that it will assign at all times during the performance of the Services the number of experienced, appropriately trained employees necessary for the Construction Manager to perform the Services in the manner required by this Agreement.

**3. Failure to Meet Performance Standards.** If the Construction Manager fails to comply with its obligations under the standards of this Agreement, the Construction Manager must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure.

**4. Compensation.** The Commission shall compensate the Construction Manager for the Services in the manner set forth in **EXHIBIT H** hereof, or as modified by written authorization. The Construction Manager shall submit all invoices, no more frequently than once every thirty (30) days, in an electronic format using the OCDM System. Failure to submit invoices through ODCM will result in delayed or non-payment to the Construction Manager. The total amount of compensation to be paid by the Commission for the Services shall not exceed the sum of **\$9,200,000**.

**5. Compliance with Laws.** In performing the Services under this Agreement, the Construction Manager shall comply with all applicable federal, state and local governmental laws, regulations, orders, and other rules of duly constituted authority applicable to the Project. The Construction Manager further agrees that it will comply with all applicable provisions of resolutions adopted by PBC's Board of Commissioners including, without limitation, the Code of Ethics Resolution adopted on October 3, 2011 and the Inspector General Resolution adopted on October 1, 2010.

**6. Indemnity.** The Construction Manager shall defend, indemnify and hold the PBC, the Board of Education of the City of Chicago and the City of Chicago and their respective commissioners, officers, agents, officials, and employees (the "Indemnified Parties") harmless against any and all claims, demands, suits, losses, costs and expenses (including but not limited to attorney's fees) for personal injury and property damage, arising out of or in connection with the Services performed by the Construction Manager, or any person employed or retained by the Construction Manager, to the maximum extent permitted by law. The Construction Manager's obligation to defend, indemnify and hold the Indemnified Parties harmless shall survive the expiration, termination or cancellation of this Agreement and shall include the payment of any and all attorneys' fees and costs incurred by the Indemnified Parties in defending any such claim.

**7. Insurance.** The Construction Manager shall procure and maintain at all times, at the Construction Manager's expense, workers compensation, comprehensive general liability, professional liability and automobile liability insurance, in amounts specified by the PBC, as set forth in **EXHIBIT C**, and which name the Indemnified Parties as an additional insured on a primary, non-contributory basis.

**8. Changes to the Services.** The PBC may from time to time request changes to the Services or the terms of this Agreement. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the PBC and the Construction Manager, shall be incorporated in a written amendment to this Agreement. The PBC shall not be liable for any changes absent such written amendment of this Agreement.

**9. Ownership of Documents.** All documents, data, studies and reports prepared by the Construction Manager or any party engaged by the Construction Manager, pertaining to the Project and/or the Services shall be the property of the PBC including copyrights.

**10. Termination or Suspension.** The PBC reserves the right, at any time, to terminate this Agreement, with or without cause, by written notice to the Construction Manager at least thirty (30) days prior to the effective date of the termination. In addition, PBC shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Services by the Construction Manager with respect to all or any part of the Services by providing written notice to the Construction Manager. Termination or suspension shall not relieve the Construction Manager of liability for the performance of any obligation performed or to have been performed on or before the effective date of termination or suspension. PBC agrees to pay to the Construction Manager in accordance with this Agreement all compensation and reimbursement due to the Construction Manager for periods up to the effective date of the termination or suspension.

**11. Time Is Of The Essence.** Time is of the essence for this Agreement.

**12. No Waivers.** Any failure by the PBC to enforce any provision of this Agreement shall not constitute a waiver of the provision or prejudice the right of the PBC to enforce the provision at any subsequent time.

**13. Independent Contractor.** In performing the Services under this Agreement, the Construction Manager shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the PBC.

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

**15. Notices.** All notices and other communications required under this Agreement must be given in writing by personal delivery, United States mail, or registered mail, addressed to the respective parties at the addresses indicated above.

**16. Remedies.** The remedies reserved in this Agreement are cumulative and in addition to any other remedies provided in law or equity.

**17. Governing Law.** The laws of the State of Illinois shall govern this Agreement.

**18. Choice of Forum.** Any suit regarding this Agreement or breach of any of the terms hereof shall be brought only in courts located in Chicago, Illinois; and the parties consent to the jurisdiction of the courts located in Chicago, Illinois.

**19. Non-assignment.** The Construction Manager shall not delegate or assign any rights or claims under this Agreement, or for breach thereof, without prior written consent of the PBC, and any such attempted delegation or assignment shall be void.

**20. Headings.** Headings used in this Agreement are for convenience and reference only and shall not affect the interpretation of this Agreement.

**21. Partial Invalidity.** If any provision of this Agreement is or becomes void or unenforceable for any reason, the other provisions will remain valid and enforceable.

**22. Amendments.** Oral statements and understandings are not valid or binding, and this Agreement may not be changed or amended except by a written amendment signed by both parties.

**23. Binding Effect.** This Contract shall be binding upon the parties hereto and their respective permitted successors and assignees.

**24. Entire Agreement.** This Contract, and its accompanying exhibits, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications.

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## EXECUTION PAGE

### PUBLIC BUILDING COMMISSION OF CHICAGO

  
Lori Ann Lypson  
Secretary

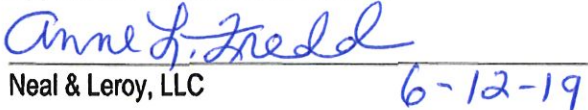
Date: 6/14/19

### ATTEST:

  
Tanya Foucher-Weekley  
Assistant Treasurer

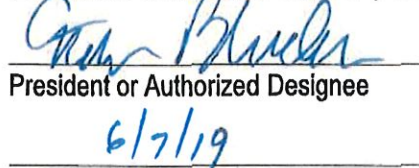
Date: 6/17/19

### Approved as to form and legality:

  
Neal & Leroy, LLC 6-12-19

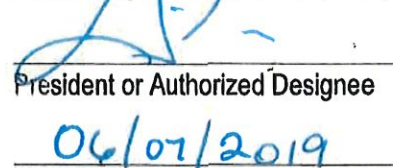
### CONSTRUCTION MANAGER:

Blinderman Construction Co, Inc. (Joint Venture)

  
President or Authorized Designee  
6/7/19

Date

All Masonry Construction Co, Inc. (Joint Venture)

  
President or Authorized Designee  
06/07/2019

Date

AFFIX CORPORATE  
SEAL, IF ANY, HERE

County of Cook

State of Illinois

Subscribed and sworn to before me by Steven Blinderman and Luis Ruiz on behalf of the  
Construction Manager this 7 day of June, 2019.

  
Notary Public

My Commission expires: 09/26/21  
(SEAL

OF



NOTARY)



## **EXHIBITS**

The following Exhibits are a part of and fully incorporated into this Agreement:

Exhibit A	Description of Services
Exhibit B	Licenses and General Information
Exhibit C	Disclosure Affidavit
Exhibit D	Legal Actions
Exhibit E	Joint Venture (if applicable)
Exhibit F	Disclosure of Retained Parties
Exhibit G	Insurance
Exhibit H	Compensation

# Exhibit A

## Description of Services

(ATTACHED HERETO AND INCORPORATED HEREIN)  
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## **Description of Services**

The Construction Manager will advise, consult with and assist the Commission with respect to scope of the work that can be achieved within the budget and time constraints, existing conditions, site use and improvements, materials, building systems and equipment, construction feasibility, actions that may minimize the adverse effects of labor and/or material shortages, time requirements for procurement, installation and construction, and issues associated with construction costs, including estimates of alternative design and materials, preliminary budgets and possible economies (the "Pre-Construction Services"). Specific services to be performed by the Construction Manager include the following:

- A.1 Review and analyze all available documentation relating to the Project including but not limited to transfer documents from User Agency, schedule, program, scope, budget, and the design documents prepared by the Architect.
- A.2 Consult with the Commission and the User Agency regarding the goals and requirements for the Project, including site logistics and the proposed schedule for the commencement and completion of construction activities.
- A.3 Schedule and attend regular meetings with the Commission, the User Agency and the Architect to discuss the scope of the project, site and building availability, cost estimates, schedule considerations and other issues related to the implementation of the Project. Prepare and distribute minutes of all project meetings within three (3) business days as applicable.
- A.4 Review the design documents prepared by the Architect of Record for issues related to clarity, consistency, constructability, coordination among the trades and any features that appear to be ambiguous, confusing, conflicting or erroneous. In addition, provide design assist, as needed.
- A.5 Report to the Commission, the User Agency and the Architect in writing any and all errors and/or omissions, inconsistencies and ambiguities that Construction Manager discovers in the design documents.
- A.6 Report to the Commission, the User Agency and the Architect of Record any instance of non-compliance of the design documents with pertinent laws, statutes, ordinances, codes, rule or regulations applicable to the Project.
- A.7 Recommend to the Commission and the User Agency potential value engineering and constructability alternatives for the Project, and provide cost savings suggestions and best value recommendations.
- A.8 Perform value analysis to identify cost, constructability, and facility operations efficiencies. In addition, ensure that the Project sustainability goals are achieved.
- A.9 Prepare detailed cost estimates supporting any and all value analyses, taking into consideration applicable constructability issues that may decrease the duration of the construction schedule and/or decrease the construction costs.
- A.10 Prepare Project schedule information as requested by the Commission.
- A.11 Prepare Budget GMPs for review by the Commission.
- A.12 Prepare an overview of the current budget estimate compared to the Commission's budget.

A.13 Prepare a detailed comparison and reconciliation of the current budget estimate to the previous budget estimate, with an explanation of any variance by component.

A.14 Prepare a summary of all approved cost revisions, alternates, and variances. Create and maintain a cost control system that compares the Project GMP with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes.

A.15 The Construction Manager shall analyze the Architect of Record's originally submitted and as altered and re-drafted Construction Documents and make recommendations to the Commission as to ways and methods to reduce the costs of constructing the Project to a sum which does not exceed the Project

A.16 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the GMP to supplement the information contained in the Drawings and Specifications.

A.17 The Construction Manager shall also include Budget GMP Contingencies and Allowances in amounts approved by the Commission, to help reduce the risks assumed by the Construction Manager in providing the GMP for the Project. The Commission and the Construction Manager acknowledge that the contingencies are included to adjust the estimates for eventualities that have not been taken into precise account in the establishment of the Budget GMP.

A.18 In the event that the proposed Project GMP exceeds the Project Construction Budget, the Commission may elect at its discretion to direct the Construction Manager to work in conjunction with the Architect of Record to re-design the Project.

A.19 The Construction Manager shall:

- Develop bid packages for all materials and work and provide full assignment, coordination and responsibility for the work. Provide the Commission a checklist of the Construction Managers bidding and procurement process, from beginning to end, for the Commission's review and approval.
- Prepare bidding strategy(ies) including bid packaging and permitting strategy for review and approval by the Commission and the User Agency. At a minimum the bidding strategies shall contain, (a) project scope, (b) cost estimate, (c) schedule (d) identify long lead items (e) proposed bidders and procurement methodology, (f) proposed MBE/WBE/ participation, (g) proposed minority and female hiring plans with labor force projections, (h) proposed City of Chicago resident participation, and (i) proposed community hiring plan/initiatives.
- Prepare a Notice of Bid Opportunity for the Commission's approval. Upon the Commission's approval, bid the work in accordance with Section 20 of the Public Building Commission Act, 50 ILCS 20/20.
- Maintain accurate records of the bid notification process for each package. Provide a copy of these records to the Commission within three (3) business days of posting notification.
- During the bidding period the Construction Manager, in conjunction with the Architect of Record, shall prepare and review material with the Commission. Approval by the Commission must be received prior to issuing any addendum. The Construction Manager may distribute written addendum to address questions raised by potential subcontractors. In addition, the format of the addendum shall correspond with the Commission's format.



- Schedule and administer Bid Opening(s) in accordance with Commission's Procurement protocol and in the presence of the Commission's Project Manager(s), Procurement, and Compliance staff at a location designated by the Commission.
- Prepare and distribute bid packages, as required, for the project. Ensure that this activity is fully coordinated with the Commission, its consultants, and the Architect prior to distributing the bid packages. Ensure that the "Issue for Bid" Contract Documents include all constructability review comments.
- Review and verify all necessary Instruction to Bidders, Proposal Forms, Contract Forms, General Conditions and Special Conditions of the contract supplied by the Commission.
- Evaluate base bids, alternate proposals, unit prices, and such other data as may be pertinent
- Determine the lowest responsive and responsible bidder. Recommend the award of a Subcontract for each scope of work to the Commission in writing.
- Conduct and manage scope review sessions with all bidders upon submittal of bids with the Commission and its consultants to determine lowest responsive responsible bidder, as required, at a location designated by the Commission. Prepare and distribute written summaries of each scope review session to the Commission.
- At the direction of the Commission, make appropriate adjustments to the Project GMP via an amendment to the Agreement if the Commission discovers any inconsistencies or inaccuracies in the information presented.
- Establish and maintain an open line of communication with the entire team, including the Commission and its consultants throughout the project duration.
- In connection with communications, the Construction Manager shall submit all required project documentation through the Commission's web based document controls system

A.20 The Construction Manager receives authorization from the Commission to award a Subcontract for Work or to issue a purchase order for materials or equipment required for the Project in accordance with the Project Summary Schedule. The Construction Manager shall prepare a subcontract for execution by the successful bidder.

A.21 Prepare and Identify strategies that will assist in facilitating construction activities, which can reduce the overall construction duration.

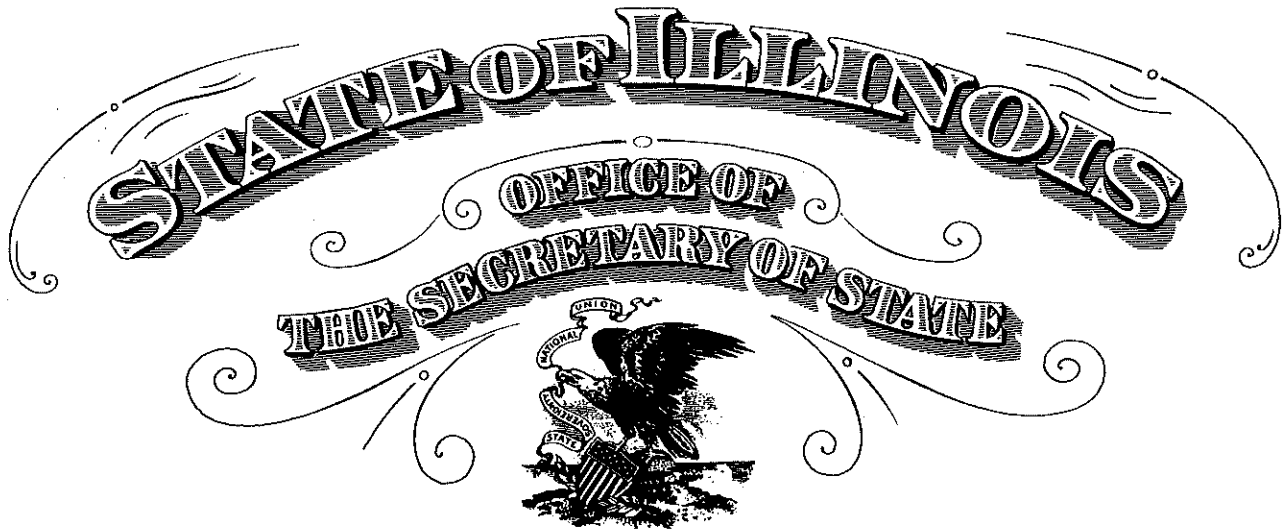
A.22 Upon issuance of the building permit(s), direct the issuance of the "Issue for Construction" drawings for each approved bid package with the Architect to ensure completeness and accuracy.

A.23 Coordinate and conduct pre-construction conferences with all bidders, as necessary, to review all contract requirements at a location designated by the Commission. Prepare and issue meeting minutes, as required.

# **Exhibit B**

## **Licenses and General Information**

**(ATTACHED HERETO AND INCORPORATED HEREIN)  
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***To all to whom these Presents Shall Come, Greeting:***

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

BLINDERMAN CONSTRUCTION CO., INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JUNE 01, 1972, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set***  
*my hand and cause to be affixed the Great Seal of*  
*the State of Illinois, this 25TH*  
*day of OCTOBER A.D. 2018 .*

*Jesse White*

# CITY OF CHICAGO

## LICENSE CERTIFICATE NON-TRANSFERABLE

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

NAME: BLINDERMAN CONSTRUCTION CO INC

PRINTED ON:  
04/11/2017

DBA: Blinderman Construction Co Inc  
AT: 224 N. DESPLAINES ST., Floor 6, Apt./Suite 650  
CHICAGO, IL 60661

LICENSE NO: 2523382

CODE:1010

FEES\*\*\*\*250.00

LICENSE: Limited Business License

Change of Location

To use license code 1010 at address indicated above in lieu of former address.

PRESIDENT:STEVEN BLINDERMAN

SECRETARY:DAVID BLINDERMAN

This license is a privilege granted and not a property right. This license is the property of the City of Chicago.

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

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF  
THIS 10 DAY OF APRIL, 2017

EXPIRATION DATE: April 15, 2019

ATTEST:

*Rahm Emanuel*

*Anna M. Valencis*

ACCOUNT NO. 11754

SITE: MAYOR  
9

CITY CLERK

TRANS NO.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES.





**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 :

BLINDERMAN CONSTRUCTION CO., INC.  
224 N DESPLAINES STREET  
SUITE 650  
CHICAGO IL 60661

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04328

CERTIFICATE NUMBER: GC04328-15

FEE: \$ 2000

DATE ISSUED: 04/04/2018

DATE EXPIRES: 04/28/2019

**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.

A handwritten signature in cursive script, appearing to read "Rahm Emanuel".

Rahm Emanuel  
Mayor

A handwritten signature in cursive script, appearing to read "Judith Frydland".

Judith Frydland  
Commissioner

Verify that all of your Illinois Business Authorization information is correct.

If **not**, contact us immediately.

If **yes**, cut along the dotted line (fits a standard 5 x 7" frame). Your authorization must be visibly displayed at the address listed. **Do not discard** - your Illinois Business Authorization is an important tax document that provides you the authorization to legally do business in Illinois.

## Illinois Business Authorization

A L L MASONRY CONSTRUCTION CO INC

Loc. Code: 016-0001-1-001  
Chicago (Cook)  
Cook County

1414 W WILLOW ST  
CHICAGO IL 60622-1559

### Certificate of Registration

Expiration Date:  
6/30/2020

Sales and use taxes and fees

(1149-9656)

*Constance Beard*  
Director  
DEPARTMENT OF REVENUE  
Issued Date: 06/30/2015



# CITY OF CHICAGO

## LICENSE CERTIFICATE

NON-TRANSFERABLE

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

NAME:

DBA: A.L.L.MASONRY CONST.CO., INC.

AT:

A.L.L.MASONRY CONST.CO., INC.  
1414 W. WILLOW ST., Apt./Suite 1  
CHICAGO, IL 60622

PRINTED ON:  
11/02/2018

LICENSE NO.:

CODE:

FEE:

LICENSE:

59947

1010

\$\*\*\*\*250.00

Limited Business License

PRESIDENT: LUIS PUIG

SECRETARY: NIDIA PUIG

This license is a privilege granted and not a property right. This license is the property of the City of Chicago.

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

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF

THIS

15

DAY OF

NOVEMBER, 2018

ATTEST:

EXPIRATION DATE:

November 15, 2020

*Rahn Emanuel*  
ACCOUNT NO. 41254  
TRANS NO.  
SHE: MAYOR 1

*Anna M. Valencia*  
CITY CLERK

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES.



**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 :

A.L.L. MASONRY CONSTRUCTION  
COMPANY, INC.  
1414 W. WILLOW STREET  
CHICAGO IL 60642

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC029161

CERTIFICATE NUMBER: GC029161-8

FEE: \$ 2000

DATE ISSUED: 06/19/2018

DATE EXPIRES: 07/29/2019

**THIS LICENSE IS NON-TRANSFERABLE**

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

*Rahm Emanuel*

Rahm Emanuel  
Mayor

*Judith Frydland*

Judith Frydland  
Commissioner



Certificate No: MC5264-28



Rahm Emanuel, Mayor

# *Certificate of Registration*

*issued by the*

*Department of Buildings  
of the City of Chicago*

## MASON CONTRACTOR'S CERTIFICATE

This certifies that **LUIS PUIG, JR.** License Number MC5264

having been duly examined by the Board of Examiners of Mason Contractors as to his/her practical knowledge of masonry and mason construction and all matters pertaining to mason construction, and having satisfied this Board with his/her competency therein is hereby authorized to engage in business as a

### LICENSED MASON CONTRACTOR

#### CONCRETE AND BRICK

within the City of Chicago in accordance with an act of the Forty-Eighth General Assembly of the State of Illinois "To provide for the licensing of Mason Contractors and Employing Masons and to regulate the safe and proper construction of buildings", approved June 30, 1913 and so engage in business as a Mason Contractor or Employing Mason in the City of Chicago under the provisions of an ordinance of the City Council of the City of Chicago, passed June 27th, 1980. "To provide for the licensing and regulation of Mason Contractors and Employing Masons" and subject to the provisions of all other ordinances of said City relating to all mason work placed in or upon in connection with any building or other structure. This certificate EXPIRES April 12, 2019.

*Paul H. Register*

# Exhibit C

## Disclosure Affidavit

(ATTACHED HERETO AND INCORPORATED HEREIN)  
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# FORM C – DISCLOSURE AFFIDAVIT

## I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Steven Blinderman, as Sponsoring Joint Venture Partner  
Name Title

and on behalf of Blinderman ALL JV  
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:	Blinderman ALL JV		
Address:	224 N. Desplaines St., Suite 650		
City/State/Zip:	Chicago, Illinois, 60661-1067		
Telephone:	(312) 982-2602	Facsimile:	(312) 496-3047
FEIN:	36-2746353	SSN:	
Email:	sblinderman@blinderman.com		
Nature of Transaction:			
<input type="checkbox"/> Sale or purchase of land <input checked="" type="checkbox"/> Construction Contract <input type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

## II. DISCLOSURE OF OWNERSHIP INTERESTS

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

<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Not-for-profit Corporation
<input checked="" type="checkbox"/> Joint Venture	<input type="checkbox"/> Other: <u>Building</u>



## FORM C – DISCLOSURE AFFIDAVIT

### A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:		
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input type="checkbox"/> Yes <input type="checkbox"/> No
City/State/ZIP:		
Telephone:		
Identify the names of all officers and directors of the business entity. (Please attach list if necessary.)		
Name	Title	
Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity. (Please attach list if necessary.)		
Name	Address	Ownership Interest Percentage
		%
		%
		%
LLC's only, indicate Management Type and Name:		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 1.2em; vertical-align: middle;"></span>
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i>		



## FORM C – DISCLOSURE AFFIDAVIT

### B. PARTNERSHIPS

If the bidder/proposer or contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether General Partner (GP) or Limited Partner (LP).		
Name	Type	Ownership Interest Percentage
Steven Blinderman	Sponsoring Joint Venutre Partner	90 %
Luis Puig	Joint Venture Partner	10 %
		%
		%
		%

### C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
If the answer is no, please complete the following two sections.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.	
Name of Principal(s)	
If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.	
Name	Address

## FORM C – DISCLOSURE AFFIDAVIT

---

### III. CONTRACTOR CERTIFICATION

#### A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
  - a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>2</sup> in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating<sup>4</sup> in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
  - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
  - d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

## FORM C – DISCLOSURE AFFIDAVIT

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### B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document of or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontract with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

### C. STATE TAX DELINQUENCIES

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

## FORM C – DISCLOSURE AFFIDAVIT

---

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

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

### D. OTHER TAXES/FEES

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

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

### E. PUNISHMENT

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

### F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

### G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

## FORM C – DISCLOSURE AFFIDAVIT

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

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

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

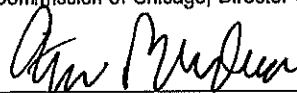
### H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

### I. VERIFICATION

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

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



Signature of Authorized Officer

Steven Blinderman

Name of Authorized Officer (Print or Type)

Sponsoring Joint Venture Partner

Title

(312) 981-2602

Telephone Number

State of Illinois  
County of Cook

Signed and sworn to before me on this 30 day of November, 2018 by  
Natalie House (Name) as Notary (Title) of  
Blinderman ALL JV (Bidder/Proposer/Respondent or Contractor)

  
Notary Public Signature and Seal



## FORM C – DISCLOSURE AFFIDAVIT

### I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Luis Puig, as President  
Name Title

and on behalf of A.L.L. Masonry Construction Co., Inc.  
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
<b>Name of Firm:</b>	A.L.L. Masonry Construction Co., Inc.		
<b>Address:</b>	1425 S. 55th Court		
<b>City/State/Zip:</b>	Cicero, IL. 60804		
<b>Telephone:</b>	773-489-1280	<b>Facsimile:</b>	773-489-0360
<b>FEIN:</b>	36-3032807	<b>SSN:</b>	
<b>Email:</b>	Louis@allmasonry.com		
<b>Nature of Transaction:</b>			
<div style="display: flex; flex-direction: column; gap: 5px;"> <div><input type="checkbox"/> Sale or purchase of land</div> <div><input checked="" type="checkbox"/> Construction Contract</div> <div><input type="checkbox"/> Professional Services Agreement</div> <div><input type="checkbox"/> Other _____</div> </div>			

### II. DISCLOSURE OF OWNERSHIP INTERESTS

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

<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Not-for-profit Corporation <input type="checkbox"/> Other: _____
---	--



## FORM C – DISCLOSURE AFFIDAVIT

### A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:		
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input type="checkbox"/> Yes <input type="checkbox"/> No
City/State/ZIP:		
Telephone:		
<b>Identify the names of all officers and directors of the business entity.</b> <i>(Please attach list if necessary.)</i>		
Name	Title	
<b>Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity.</b> <i>(Please attach list if necessary.)</i>		
Name	Address	Ownership Interest Percentage
		%
		%
		%
<b>LLC's only, indicate Management Type and Name: N / A</b>		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	<b>Name:</b> <span style="border: 1px solid black; display: inline-block; width: 150px; height: 1.2em; vertical-align: middle;"></span>
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i>		



## FORM C – DISCLOSURE AFFIDAVIT

### B. PARTNERSHIPS

If the bidder/proposer or contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether General Partner (GP) or Limited Partner (LP).		
Name	Type	Ownership Interest Percentage
Steven Blinderman	Sponsoring Joint Joint Venture	90 %
Luis Puig	Joint Venture Partner	10 %
		%
		%
		%

### C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
If the answer is no, please complete the following two sections.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.	
Name of Principal(s)	
If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.	
Name	Address

## FORM C – DISCLOSURE AFFIDAVIT

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

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

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

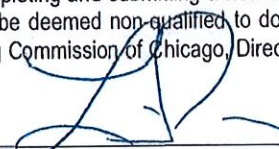
### H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

### I. VERIFICATION

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

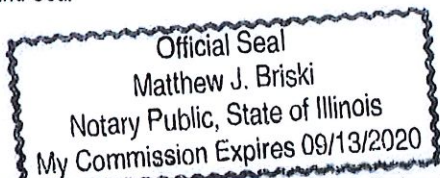
The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm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

  
\_\_\_\_\_  
Signature of Authorized Officer  
  
Luis Puig  
\_\_\_\_\_  
Name of Authorized Officer (Print or Type)  
  
Joint Venture Partner  
\_\_\_\_\_  
Title  
  
773-489-1280  
\_\_\_\_\_  
Telephone Number

State of Illinois  
County of Cook

Signed and sworn to before me on this 30th day of November 2018 by  
Luis Puig (Name) as Joint Venture Partner (Title) of  
Blinderman ALL JV (Bidder/Proposer/Respondent or Contractor)

  
\_\_\_\_\_  
Notary Public Signature and Seal



# Exhibit D

## Legal Actions

(ATTACHED HERETO AND INCORPORATED HEREIN)  
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## FORM D – LEGAL ACTIONS

### I. LEGAL ACTIONS

If the answer to any of the questions below is YES, you must provide a type-written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed <u>see attached.</u>		
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## FORM K – JOINT VENTURE AFFIDAVIT

### Joint Venture Affidavit (1 of 3)

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

- A. Name of joint venture Blinderman ALL JV
- B. Address of joint venture 224 North Desplaines Street, Suite 650  
Chicago, Illinois 60661-1067
- C. Phone number of joint venture (312) 982-2600
- D. Identify the firms that comprise the joint venture  
Blinderman Construction Co., Inc.  
ALL Masonry Construction Co., Inc.
1. 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.)  
ALL Masonry has been performing masonry, general contracting, and construction  
Steven Blinderman  
See JV Agreement
2. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.  
Blinderman Construction has been performing public sector general construction and  
construction management projects for over 45 years.  
Luis Puig
- E. Nature of joint venture's business  
Construction Contracting
- F. Provide a copy of the joint venture agreement.
- G. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? \_\_\_\_\_%
- H. Specify as to:
1. Profit and loss sharing \_\_\_\_\_ 10 %
2. Capital contributions, including equipment \_\_\_\_\_ 10 %
3. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.  
None.



# Exhibit E

## Joint Venture

(ATTACHED HERETO AND INCORPORATED HEREIN)  
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## FORM K – SCHEDULE B – JOINT VENTURE AFFIDAVIT

### SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

See JV Agreement

- I. 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:

1. Financial decisions

See JV Agreement

2. Management decisions such as:

- a. Estimating

See JV Agreement

- b. Marketing and Sales

See JV Agreement

- c. Hiring and firing of management personnel

See JV Agreement

- d. Other

See JV Agreement

3. Purchasing of major items or supplies

See JV Agreement

4. Supervision of field operations

See JV Agreement

5. Supervision of office personnel

See JV Agreement

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

See JV Agreement

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

See JV Agreement

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

See JV Agreement

## FORM K – SCHEDULE B – JOINT VENTURE AFFIDAVIT

### 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.

Blinderman Construction Co., Inc.

Name of Joint Venturer

*Steven Blinderman*  
Signature

Steven Blinderman

Name

Sponsoring Joint Venture Partner

Title

November 30, 2018

Date

State of Illinois County of Cook

On this 30 day of November, 2018

before me appeared (Name)

Steven Blinderman

to me personally known, who, being duly sworn,

did execute the foregoing affidavit, and did state

that he or she was properly authorized by

(Name of Joint Venture)

Blinderman ALL JV

to execute the affidavit and did so as his or her

free act and deed.

*Natalie House*  
Notary Public

Commission expires:  
(SEAL) 09/26/21

ALL Masonry Construction Co., Inc.

Name of Joint Venturer

*Luis Puig*  
Signature

Luis Puig

Name

Joint Venture Partner

Title

November 30, 2018

Date

State of Illinois County of Cook

On this 30 day of November, 2018

before me appeared (Name)

Luis Puig

to me personally known, who, being duly sworn,

did execute the foregoing affidavit, and did state

that he or she was properly authorized by

(Name of Joint Venture)

Blinderman ALL JV

to execute the affidavit and did so as his or her

free act and deed.

*Natalie House*  
Notary Public

Commission expires:  
(SEAL) 09/26/21



## JOINT VENTURE AGREEMENT

This JOINT VENTURE AGREEMENT (the "Agreement") made and entered into as of this 30th day of November, 2018 by and between Blinderman Construction Company, Inc., an Illinois corporation (hereinafter referred to as "Blinderman") and ALL Masonry Construction Co., Inc., an Illinois corporation (herein referred to as "ALL").

### **WITNESSETH:**

WHEREAS, the parties hereto desire to associate themselves in a joint venture for the purpose of securing a contract and performing construction management work for the Public Building Commission of Chicago for Construction Management at Risk Services for Various Chicago Public Schools (Package 1), Contract No. PS3021 (the contract with the Owner hereinafter referred to as the "Construction Contract" and the work hereinafter referred to as the "Project"); and

WHEREAS, the parties hereto have agreed as to the method and means of performing said Construction Contract; and

WHEREAS, the parties hereto desire that their interests in the services to be rendered and the work to be performed pursuant to the Construction Contract (including any supplements, changes and additions thereto, or work in connection therewith) and all rights, liabilities, profits and losses arising in connection with the performance or nonperformance thereof be defined by an agreement in writing;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### 1. Rights and Responsibilities

The parties hereto constitute themselves a joint venture for the purpose of performing and completing the Project, and for the purpose of furnishing or performing the necessary work, labor, materials and services in connection therewith, and for no other purpose, it being expressly understood that nothing contained in this Agreement shall be construed as creating any partnership between the parties hereto, or constituting any party the general agent of the other, or in any way preventing or hindering either party hereto from carrying on its respective business or businesses for its own benefit.

#### 2. Name and Principal Office

The name of this joint venture shall be "Blinderman ALL JV" (the "Joint Venture"). The principal office of the Joint Venture shall be located at 224 North Desplaines Street, Suite 650, Chicago, IL 60661-1067.

#### 3. Interests of the Parties

- (a) The interests of the parties in and to the Construction Contract, any and all contributions, property, capital and equipment contributed or acquired in connection with the performance thereof, any and all money, including gains, profits, losses, obligations or liabilities which may be derived from the performance thereof, and the obligations and liabilities of each of the parties hereto as among themselves in connection with the Construction Contract and with respect to any and all liabilities and losses in connection therewith shall be:



BLINDERMAN: 90%  
ALL: 10%

- (b) Each party shall have a voice equal to its proportional share in the determination of any matter involving the business of the Joint Venture, including, but not limited to, control and management of the Project. Each party does hereby agree to indemnify the other against any loss or liability exceeding the proportions, hereinabove stated, for whatever reason, including any payments required to be made in, and about, the performance of the Contract.
- (c) It is agreed by both parties that Blinderman and ALL are to act in their respective capacities as general contractors for separate, distinct and complimentary portions of the work which taken together will constitute the total work to be performed by the Joint Venture under the Contract. Accordingly, it is agreed by both parties that a subcontract for an amount not less than 10% of the value of the Contract shall be issued to ALL for general work under the Contract. Serving as a General Contractor, the general work to be performed by ALL shall include, but is not limited by, Unit Masonry, Maintenance of Unit Masonry & supervision of various other trades as necessary. ALL shall provide personnel to supervise, manage, control and utilize its particular skill and knowledge for its Contract scope of work by providing the services of a Foreman/Superintendent or Project Manager, as well as other operative personnel as may be required. Likewise, it is agreed that the balance of the Contract value and remaining scope of project general work shall be subcontracted to Blinderman. The subcontracted work shall be performed on behalf of the Joint Venture partnership and taken together shall constitute the total work under the Contract.

4. Representatives and Management Committee

- (a) Each party shall designate a principal representative (the "Principal Representatives") to serve on a management committee (hereinafter referred to as the "Management Committee") who shall have complete responsibility to act on behalf of that party in any matter involving, in connection with, or arising out of the performance of the Construction Contract by the Joint Venture.
- (b) Each party shall also designate an alternative representative (the "Alternative Representatives") to the Management Committee who shall serve only when the Principal Representative of that party is absent or incapacitated or unable to serve. The Principal and Alternative Representatives shall serve as such without compensation, or for such compensation from the funds of the Joint Venture as may be agreed by the Management Committee, provided, however, that each party may, at its own cost and expense and in its sole discretion, compensate its Principal and/or Alternative Representatives.
- (c) Subject to the terms of the Agreement, the Management Committee shall have full responsibility and authority for the management of the Joint Venture's performance of the Construction Contract, including, but not limited to, assignment of work between the parties, preparation of schedules of work, settlement of disputes with the owner, negotiating and executing agreements with subcontractors, and any other matters affecting the performance of the Construction Contract. Actions and decisions of the Management Committee shall be final, conclusive and binding upon the parties. Actions and decisions shall be by unanimous vote whenever possible. Otherwise, actions and decisions shall be made by vote with each representative's vote equal to its firm's proportional share in the management of the Joint Venture in accordance with Paragraph 3(a).
- (d) Should any of the representatives of the respective parties die, become disabled, resign, or for any other reason cease to be connected with the party which nominated him, the

- nominating party shall promptly, by written notice served upon the other party, name a successor representative.
- (e) Each of the parties hereto may at any time replace the Principal or Alternative Representative designated by it, or all such Representatives, by notice in writing served upon the other party.
  - (f) Meetings of the Management Committee for the transaction for the business of the Joint Venture may be called at such time and place, subject to reasonable notice, by either party or their representatives as they may consider necessary or desirable. No actions may be taken by the Management Committee without a quorum of the Management Committee being present. For the purposes of this Agreement, one Representative from each party shall constitute a quorum. The Management Committee shall designate one representative to act as Secretary to keep written minutes of the proceedings and records of the decisions of the Management Committee.
  - (g) The following are appointed the initial and alternate Representative of the parties:

	<u>BLINDERMAN</u>	<u>ALL</u>
Representative:	Steven Blinderman	Luis Puig
Alternate:	David Blinderman	TBD

#### 5. Sponsoring Joint Venture

In order to facilitate the orderly conduct of the business of the Joint Venture, Blinderman is hereby designated as the Sponsoring Joint Venturer and is hereby authorized, subject to the terms and conditions contained in this Agreement, to execute on behalf of the Joint Venture all documents and instruments and to take all such other actions as are necessary or desirable to perform the Construction Contract including, but not limited to, the negotiating of all contracts, contract modifications and change orders, supervision of work forces, contracting and communicating with subcontractors, and organizing the field office for the Joint Venture. Blinderman shall be compensated for its overhead expenses incurred in connection with the performance of such functions.

#### 6. Contributions and Financing

- (a) All necessary working capital, when and as required for the prosecution of the Project, shall be furnished by Blinderman and ALL in proportion to each party's equity share as set forth in Paragraph 3(a) above. The initial contribution of each party to the Joint Venture shall be in proportion to the interest of each party. The joint initial contribution shall be in the amount of Ten Thousand Dollars (\$10,000.00).
- (b) A bank account or bank accounts (hereinafter collectively referred to as the "Joint Venture Account") shall be opening in such banks or trust companies as may be determined by the Management Committee.
- (c) Within five (5) days after execution of this Agreement, the parties shall each advance and pay into the Joint Venture account, the contribution specified in subparagraph 6(a) above, or execute such other documents or perform such other services as is necessary to make the initial capital contribution available to the Joint Venture.
- (d) All money contributed by the parties and all money received as payment under the Construction Contract or otherwise received by the Joint Venture are hereby declared to be trust funds for the performance of the Construction Contract and for no other purpose, until the Construction Contract shall have been fully completed and accepted by the owner, and all obligations of the Joint Venture have been paid or otherwise discharged, or adequate reserves have been established to cover any such obligations. Any reserves likewise are declared to be trust funds which shall be disbursed only for the purpose for which such reserves were created, or returned to the parties when that purpose has been served.

- (e) All payments received by the Joint Venture under the Construction Contract or from others in connection with the Project shall be promptly deposited in the Joint Venture Account and all invoices received by the Joint Venture shall be paid by check drawn on the Joint Venture Account.
- (f) Checks drawn against the Joint Venture Account shall require the signature of one (1) authorized individual. Each party shall designate an individual or individuals authorized on its behalf to endorse checks deposited and to sign checks drawn on the Joint Venture Account.
- (g) When and if the Management Committee of the Joint Venture determines that additional funds are required or desirable for carrying out the Construction Contract, or to pay any losses arising therefrom, or to remedy any deficits by reason of prior overpayments to the parties, then, and in such event, the parties shall within ten (10) days after such determination contribute such additional funds in accordance with the respective percentage interests of the parties. Should any party be unable or fail or neglect to contribute and deposit such additional funds into the Joint Venture Account, then the other party advancing such deficiency shall receive interest on the funds advanced at a rate computed at prime rate per annum from the time of the advance to the time of repayment. Such excess funds shall be repaid in full with interest (from the time of the advance to the time of the repayment) from the first money thereafter received in connection with the Project distributable to the parties and before any other payments are made to the parties. In addition, such party may, in its discretion, advance the other parties share of such additional funds, which advance shall likewise earn interest at the rate of prime rate per annum from the time of such advance to the time of repayment. All interest paid for funds thus advanced shall be charged against the party on account of whose failure the said funds were advanced.
- (h) When and if the Management Committee of the Joint Venture determines that the funds in the Joint Venture are in excess of the needs of the Project, such excess funds shall be first applied to the return of the parties' capital contributions (repaid in proportion to their respective percentage interests provided in subparagraph 3(a) of this Agreement) until such capital contributions have been entirely repaid, and the balance of such excess shall be distributed to the parties in their respective percentage interests set forth above.
- (i) In no event will advance distribution of any funds pursuant to subparagraph 6(h) above, reduce the obligation of the parties for future expenses of the Joint Venture.
- (j) Neither party nor its agents shall have the power to borrow money based upon or otherwise pledge the credit of the other party.

#### 7. Preliminary Expenses

Subject to the approval of the Management Committee, all preliminary, traveling, out-of-pocket and other expenses related to the Project incurred by any party up to and including the date on which the Construction Contract is awarded shall be borne proportionally by the parties as set forth in subparagraph 3(a) above.

#### 8. Joint Venture Property

- (a) The capital contributions described in Paragraph 6 above shall become Joint Venture property.
- (b) Other property obtained with funds of the Joint Venture shall likewise become Joint Venture property.
- (c) Joint Venture property shall be so recorded in the Joint Venture books of account.
- (d) Property made available for Joint Venture use shall remain the property of the contributing party. Upon termination of this Agreement, or at such other time as the parties may agree upon, this property shall be returned to the contributing party. Nothing contained herein shall limit the parties hereto from making additional property available for use by the Joint Venture. Property made available for use by the Joint Venture, in

addition to that which is specified in exhibit "B", shall be subject to the provisions of subparagraph 8(e), below.

- (e) Any party to this Agreement that makes property available for use by the Joint Venture shall be entitled to payment from Joint Venture funds for 75 percent of the fair rental value for the use or loss or destruction of such property. The receipt of any such rental payments from the Joint Venture by a party hereto shall in no way limit or affect that party's interest in the Joint Venture as specified in subparagraph 3(a) nor constitute a repayment of advances or return of such party's capital contribution or a portion of such parties share of the profits of the Joint Venture.

9. Labor

- (a) Either party to the Joint Venture may furnish the labor required to perform the work on the Project. In addition, the Joint Venture may, in its discretion, request that either party furnish labor in connection with the performance of work on the Project.
- (b) Each party shall be reimbursed for all expenses incurred in connection with the performance of the Construction Contract, including but not limited to wages, salaries, overhead expenses, insurance, employee benefits, workers' compensation insurance, public liability insurance, Federal old age taxes, state unemployment taxes and any other taxes (other than income taxes) levied by Federal, State or local authorities. The receipt of such payments shall in no way affect or limit the parties' interest in the Joint Venture as specified in Subparagraph 3(a) or constitute a repayment of advances or return of such party's capital contribution or a portion of such party's share of the profits of the Joint Venture.

10. Employees

The Joint Venture may hire employees in connection with the performance of the Construction Contract or in connection therewith. Any personnel of either party rendering services to the Joint Venture shall remain the employees of the respective parties hereto. New personnel employed specifically for work on the Project may, upon completion of the Construction Contract or when no longer needed or desired by the Joint Venture, become employees of one of the parties by mutual agreement at the time of termination of employment.

11. Cost of Construction

The Cost of Construction of the Project shall include: The cost of all subcontracts, labor, material, plant, tools and equipment purchased or leased (including any of the foregoing items purchased or leased from either of the parties hereto); bonds, insurance, taxes of all types (excepting income); miscellaneous charges; legal fees, consultants' fees; administrative and field overhead; accounting expenses; liabilities not covered by insurance; and all other expenses and obligations incurred or suffered in and about the performance of the Construction Contract of a nature properly charged as a cost of performance of the Construction Contract under generally-accepted accounting principals. Such costs shall include any charges to the Joint Venture for Blinderman's and ALL's overhead expenses (based on Blinderman's and ALL's most recent certified financial statements) incurred in connection with the performance of the Construction Contract.

12. Project Profits and Losses

Upon completion of the Construction Contract and after paying or adequately providing for the payment of all Costs of Construction (as specified in Paragraph 11) incurred for its performance and completion, including all costs and charges properly allocable to the Construction Contract, payment of any and all claims not secured by insurance, or the establishment of adequate reserves therefore, whether such claims actually have been brought or may be reasonably anticipated, and after providing any other reserves for contingencies that may be determined by the Management Committee to be



necessary, and after repaying to the parties all advance of capital contributions, any profits thereafter remaining shall be divided between and distributed to the parties hereto in the proportions specified in subparagraph 3(a). Any reserves when no longer required, or so much thereof as shall remain, shall be similarly divided and distributed.

If the performance of the Project results in a loss, the parties shall be obligated in accordance with Paragraph 3 for any such loss, irrespective of the fact that Blinderman or ALL may have advanced more than its respective share of the working capital as provided above. Such liability of Blinderman and ALL for the bearing of losses shall continue with respect to any claims which at any time, either before or after the completion of the Project, shall be made against them or either of them by reason of this Joint Venture or any matter or thing in connection therewith.

13. Project Staff

The representatives of the respective parties to the Management Committee shall appoint field and office representatives for the Project who shall be responsible for the direction and management of the work in accordance with policies and procedures established by the Management Committee, coordinate the work, and be responsible for contact with the Owner and other necessary parties in order to perform the work.

14. Accounting

- (a) Mr. Thomas White is designated as Treasurer of the Joint Venture. The Treasurer shall keep for the Joint Venture a separate set of full and current books of account, upon such basis as the Management Committee may determine. Such books of account shall be kept and maintained at the principal office of the Joint Venture, and, along with all other records of the Joint Venture, shall be open for inspection by the parties of the Joint Venture during normal business hours.
- (b) A periodic audit of such books of account shall be made by an independent firm of certified public accountants as may be mutually agreed upon by the parties, and a like audit shall be made upon the completion of the Construction Contract. With respect to the periodic audits, there shall be included, if requested by the parties, a periodic comparison between the items of cost and the items set up in the estimate of cost. The cost of these audits shall be a part of the Construction Costs of the Project as defined in Paragraph 11. For purposes of this Agreement, the certified figures of the firm of accountants retained to perform the periodic and/or final audits shall be final, conclusive and binding upon the parties.
- (c) Records of the Joint Venture which are required to be kept subsequent to the completion of the Construction Contract pursuant to the provisions of law shall be kept at such place or places as determined by the Management Committee, and the costs therefor shall be borne by the parties in accordance with their respective interests as described in subparagraph 3(a).

15. Insurance

- (a) Each party to this Agreement shall, and the Joint Venture may, effect and maintain insurance to protect itself from claims under the Workers' Compensation Act; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom.
- (b) The Joint Venture will effect and maintain insurance to protect all parties from claims arising out of the performance under this Agreement for which the Joint Venture is legally liable. The Joint Venture shall acquire all necessary bonds, completed operations insurance, personal liability insurance, general liability insurance, Workers'

Compensation insurance, builders' risk insurance and automobile liability insurance, in such amounts as the Management Committee believes necessary to protect the Joint Venture. To the extent that any party hereto provides these coverages for the Joint Venture, the party shall be reimbursed for its cost of obtaining such, which payment shall not affect or limit the party's interest in the Joint Venture as specified in subparagraph 3(a).

16. Bankruptcy, Insolvency or Liquidation

- (a) Notwithstanding any other provision contained in this Agreement, in the event of the insolvency, bankruptcy or liquidation of either party, this Joint Venture shall terminate.
- (b) In the event of the insolvency, bankruptcy, or liquidation of either party, the remaining party being the one not insolvent, bankrupt or liquidated, shall complete the Construction Contract without incurring liability of any kind to the other party of this Agreement for the profit earned after such date of insolvency, bankruptcy, or liquidation, and such earnings or accruals after such happening shall belong to the surviving party.

17. Assignment of Interest

Neither party may assign, pledge, transfer or hypothecate its interest in this Agreement or in any money belonging to or which may accrue to the Joint Venture in connection with the Construction Contract or any interest in the Joint Venture Account, or in any property, real or personal, loaned to or belonging to, or employed by the Joint Venture, except with the prior written consent of the other party.

18. Legal Counsel

The Management Committee may retain, as and when necessary, legal counsel to represent the Joint Venture to be mutually agreed upon in connection with any matters of concern to the Joint Venture which may require legal counsel or assistance. Such legal counsel may also represent either party, and each of the parties hereby waives any conflicts of interest which may arise in connection with the joint representation by legal counsel of the Joint Venture and either of the parties hereto.

19. Commencement and Termination

- (a) This Joint Venture will commence on the date of this Agreement.
- (b) Except as otherwise provided herein, this Agreement shall remain in full force and effect until terminated by written agreement duly signed by all of the parties hereto, or until all of the purposes for which this Joint Venture has been undertaken have been accomplished and completed.

20. Technical Assistance of Each Party

Except as otherwise provided herein, each party shall make available for the Project such of its personnel, facilities, experience and records as may be reasonably necessary or desirable to the end that the Project may be promptly and successfully carried out.

21. Fiscal Year

The books of account of the Joint Venture shall be maintained on a fiscal year basis. The fiscal year shall begin on January 1 and end on December 31.

22. Notices

All notices required or permitted hereunder shall be in writing, signed by the party giving notice or an officer thereof and shall be deemed to have been given when delivered by personal delivery, by telegraph or telefax, by Federal Express or similar courier service or by deposit in the United States mail, registered or certified, with postage prepaid, addressed as follows:

If to Blinderman, at:

Blinderman Construction Company, Inc.

224 North Desplaines Street, Suite 650

Chicago, IL 60661-1067

Attention: Steven Blinderman

If to ALL, at:

ALL Masonry Construction Co., Inc.

1425 S. 55<sup>th</sup> Court

Cicero, IL 60804

Attention: Luis Puig

Or such other address as any party may designate for himself or itself by notice given to the other parties from time to time in accordance with the provisions hereof.

23. Governing Law

This Agreement shall be controlled, construed and enforced in accordance with the substantive laws of the United States and the State of Illinois. Any dispute brought by either party of this Agreement against the other shall be filed with and be subject to the rules of the Construction Division of the American Arbitration Association and shall be filed and resolved in Cook County, Illinois.

24. Binding Agreement

This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns, as the case may be.

25. Merger

This Agreement, and the exhibits attached hereto and referenced herein, contain and embody the entire Agreement of the parties hereto, and no representations, inducements or agreements, oral or otherwise, between the parties not contained and embodied herein shall be of any force or effect; and this Agreement may not be modified or changed, in whole or in part, orally or in any other manner than by an agreement in writing duly signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and their seals affixed hereto by their duly-authorized officers on the day and year first above written.

"BLINDERMAN "

"ALL"

BLINDERMAN CONSTRUCTION CO., INC.,

ALL MASONRY CONSTRUCTION CO., INC.

An Illinois Corporation

An Illinois Corporation

By

  
\_\_\_\_\_  
Steven Blinderman, President / COO  
Name & Title

By

  
\_\_\_\_\_  
Luis Puig, President  
Name & Title

(SEAL)

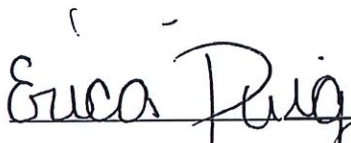
(SEAL)

SUBSCRIBED AND SWORN TO before me by  
Steven Blinderman  
President / COO (title) of Blinderman Construction  
Company, Inc., and Luis Puig, President,

(title) of ALL Masonry Construction Co., Inc.

this 30 day of November, 2018.

(SEAL)

  
\_\_\_\_\_  
Name, Notary Public

Official Seal  
Erica Puig  
Notary Public, State of Illinois  
My Commission Expires 12/22/19





DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

DEC 21 2017

Luis Puig, Jr.  
A.L.L. Masonry Construction Co., Inc.  
1414 West Willow Street  
Chicago, IL 60622

Dear Luis Puig, Jr.:

We are pleased to inform you that A.L.L. Masonry Construction Co., Inc. has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This MBE certification is valid until **12/01/2022**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **12/01/2018, 12/01/2019, 12/01/2020, and 12/01/2021**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **12/01/2022**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **10/01/2022**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

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

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

**NAICS Codes:**

**236210 – Industrial Building Construction**

**236220 – Commercial and Institutional Building Construction**

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 area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Rich Butler  
First Deputy Procurement Officer

RB/vlw



# Exhibit F

## Disclosure of Retained Parties

(ATTACHED HERETO AND INCORPORATED HEREIN)  
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## FORM I – DISCLOSURE OF RETAINED PARTIES

### 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 low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days of receipt of notice that it is the apparent low bidder.

#### 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:

RFP for Construction Management  
at Risk Services for Various Chicago

1. This Disclosure relates to the following transaction: Public Schools (Package 1)
  - a. Description of goods or services to be provided under Contract  
Construction Management at Risk Services
2. Name of Contractor: Blinderman ALL JV
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.  
Check here if no such persons have been retained or are anticipated to be retained: ☒

Retained Parties:

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



## FORM I – DISCLOSURE OF RETAINED PARTIES

4. The Contractor understands and agrees as follows:

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

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

The Contractor also certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.


  
Signature

May 10, 2019  
Date

Steven Blinderman  
Name (Type or Print)

Sponsoring Joint Venture Partner  
Title

Subscribed and sworn to before me  
this 10 day of May, 2019 (SEAL)

  
Notary Public

Commission expires: 09/26/21



# Exhibit G

## Insurance

(ATTACHED HERETO AND INCORPORATED HEREIN)  
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# CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)  
04/03/2019

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED Blinderman ALL JV 224 N. Desplaines Street, Suite 650 Chicago IL 60661 USA		INSURER A: Indian Harbor Insurance Company 36940 INSURER B: Zurich American Ins Co 16535 INSURER C: XL Insurance America Inc 24554 INSURER D: INSURER E: 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO463739808	04/01/2019	04/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP 4637399-08 BAP 4637400-08	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION			US00078395LI19A	04/01/2019	04/01/2020	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC463739708	04/01/2019	04/01/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE-EA EMPLOYEE \$500,000 E.L. DISEASE-POLICY LIMIT \$500,000
A	Env Contr Poll			PEC002302211 Contractors Pollution & P SIR applies per policy terms & conditions	04/01/2019	04/01/2020	Per Claim/Agg SIR \$5,000,000 \$50,000

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

RE: Palmer Annex. Public Building Commission of Chicago, the City of Chicago, the Board of Education of the City of Chicago, and their respective Board members, employees, elected and appointed officials, and representatives are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of subrogation is granted in favor of Public Building Commission of Chicago, the City of Chicago, the Board of Education of the City of Chicago, and their respective Board members, employees, elected and appointed officials, and representatives in accordance with the policy provisions of the General Liability, Automobile Liability and Workers'

## CERTIFICATE HOLDER

## CANCELLATION

Public Building Commission of Chicago Attn: James Borkman 50 W. Washington, Room 200 Chicago IL 60602 USA <b>APPROVED</b> <b>JLB</b> <b>4/24/2019</b>	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 <i>Aon Risk Services Central, Inc.</i>
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AGENCY CUSTOMER ID: 570000015799

LOC #:



## ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Blinderman Construction Co., Inc.	
POLICY NUMBER See Certificate Number: 570075497247			
CARRIER See Certificate Number: 570075497247	NAIC CODE	EFFECTIVE DATE:	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:  
Compensation policies.





## Blanket E Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO4637398-08	4/1/2019	4/1/2020	4/1/2019	30-380000		

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**Liquor Liability Coverage Part**

**Products/Completed Operations Liability Coverage Part**

- A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification providing 60 days notice that such Coverage Part is being cancelled to each person or organization shown in a Schedule provided to us by the first Named Insured.
- B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will deliver electronic notification providing 10 days notice that such Coverage Part is being cancelled to each person or organization shown in a Schedule provided to us by the first Named Insured.
- C. The Schedules described in Paragraphs A. and B. of this endorsement:
  - 1. Must be initially provided to us within 15 days:
    - a. After the beginning of the policy period shown in the Declarations; or
    - b. After this endorsement has been added to the policy;
  - 2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
  - 3. Must be in an electronic format that is acceptable to us; and
  - 4. Must be accurate.

Such Schedules may be updated and provided to us by the first Named Insured during the policy period. Such updated Schedules must comply with Paragraphs 2., 3. and 4. above.
- D. Our delivery of the electronic notification as described in Paragraphs A. and B. of this endorsement will be based on the most recent Schedules in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E. Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs A., B. and D. of this endorsement.
- F. Our delivery of electronic notification described in Paragraphs A., B. and D. of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
  - 1. Extend the Coverage Part cancellation date;
  - 2. Negate the cancellation; or
  - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- G. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedules provided to us as described in Paragraphs A., B., C. and D. of this endorsement.

All other terms and conditions of this policy remain unchanged.



# Blanket E Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP4637399-08	4/1/2019	4/1/2020	4/1/2019	30-380000		

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

## Commercial Automobile Coverage Part

- A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification providing 60 days notice that such Coverage Part is being cancelled to each person or organization shown in a Schedule provided to us by the first Named Insured.
- B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will deliver electronic notification providing 10 days notice that such Coverage Part is being cancelled to each person or organization shown in a Schedule provided to us by the first Named Insured.
- C. The Schedules described in Paragraphs A. and B. of this endorsement:
  - 1. Must be initially provided to us within 15 days:
    - a. After the beginning of the policy period shown in the Declarations; or
    - b. After this endorsement has been added to the policy;
  - 2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
  - 3. Must be in an electronic format that is acceptable to us; and
  - 4. Must be accurate.

Such Schedules may be updated and provided to us by the first Named Insured during the policy period. Such updated Schedules must comply with Paragraphs 2. 3. and 4. above.
- D. Our delivery of the electronic notification as described in Paragraphs A. and B. of this endorsement will be based on the most recent Schedules in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E. Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs A., B. and D. of this endorsement.
- F. Our delivery of electronic notification described in Paragraphs A., B. and D. of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
  - 1. Extend the Coverage Part cancellation date;
  - 2. Negate the cancellation; or
  - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- G. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedules provided to us as described in Paragraphs A., B., C. and D. of this endorsement.

All other terms and conditions of this policy remain unchanged.





## Blanket E Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP4637399-08	4/1/2019	4/1/2020	4/1/2019	30-380000		

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

### Commercial Automobile Coverage Part

- A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification providing 60 days notice that such Coverage Part is being cancelled to each person or organization shown in a Schedule provided to us by the first Named Insured.
- B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will deliver electronic notification providing 10 days notice that such Coverage Part is being cancelled to each person or organization shown in a Schedule provided to us by the first Named Insured.
- C. The Schedules described in Paragraphs A. and B. of this endorsement:
  - 1. Must be initially provided to us within 15 days:
    - a. After the beginning of the policy period shown in the Declarations; or
    - b. After this endorsement has been added to the policy;
  - 2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
  - 3. Must be in an electronic format that is acceptable to us; and
  - 4. Must be accurate.

Such Schedules may be updated and provided to us by the first Named Insured during the policy period. Such updated Schedules must comply with Paragraphs 2. 3. and 4. above.
- D. Our delivery of the electronic notification as described in Paragraphs A. and B. of this endorsement will be based on the most recent Schedules in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E. Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs A., B. and D. of this endorsement.
- F. Our delivery of electronic notification described in Paragraphs A., B. and D. of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
  - 1. Extend the Coverage Part cancellation date;
  - 2. Negate the cancellation; or
  - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- G. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedules provided to us as described in Paragraphs A., B., C. and D. of this endorsement.

All other terms and conditions of this policy remain unchanged.



## Blanket E Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP4637400-08	4/1/2019	4/1/2020	4/1/2019	30-380000		

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

### Commercial Automobile Coverage Part

- A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification providing 60 days notice that such Coverage Part is being cancelled to each person or organization shown in a Schedule provided to us by the first Named Insured.
- B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will deliver electronic notification providing 10 days notice that such Coverage Part is being cancelled to each person or organization shown in a Schedule provided to us by the first Named Insured.
- C. The Schedules described in Paragraphs A. and B. of this endorsement:
  - 1. Must be initially provided to us within 15 days:
    - a. After the beginning of the policy period shown in the Declarations; or
    - b. After this endorsement has been added to the policy;
  - 2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
  - 3. Must be in an electronic format that is acceptable to us; and
  - 4. Must be accurate.

Such Schedules may be updated and provided to us by the first Named Insured during the policy period. Such updated Schedules must comply with Paragraphs 2. 3. and 4. above.
- D. Our delivery of the electronic notification as described in Paragraphs A. and B. of this endorsement will be based on the most recent Schedules in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E. Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs A., B. and D. of this endorsement.
- F. Our delivery of electronic notification described in Paragraphs A., B. and D. of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
  - 1. Extend the Coverage Part cancellation date;
  - 2. Negate the cancellation; or
  - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- G. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedules provided to us as described in Paragraphs A., B., C. and D. of this endorsement.

All other terms and conditions of this policy remain unchanged.



## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

U-WC-332-A

## BLANKET E NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

## PART SIX – CONDITIONS

## Notification To Others Of Cancellation

1. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will deliver electronic notification providing 60 days notice that such policy is being cancelled to each person or organization shown in a Schedule provided to us by you.
2. If we cancel this policy by written notice to you for nonpayment of premium, we will deliver electronic notification providing 10 days notice that such policy is being cancelled to each person or organization shown in a Schedule provided to us by you.
3. The Schedules described in Paragraphs 1. and 2. of this endorsement:
  - a. Must be initially provided to us within 15 days:
    - (1) After the beginning of the policy period shown in the Declarations; or
    - (2) After this endorsement has been added to the policy;
  - b. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that this policy has been cancelled;
  - c. Must be in an electronic format that is acceptable to us; and
  - d. Must be accurate.

Such Schedules may be updated and provided to us by you during the policy period. Such updated Schedules must comply with Paragraphs b., c. and d. above.
4. Our delivery of the electronic notification as described in Paragraphs 1. and 2. of this endorsement will be based on the most recent Schedules in our records as of the date the notice of cancellation is mailed or delivered to you.
5. Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs 1., 2. and 4. of this endorsement.
6. Our delivery of electronic notification described in Paragraphs 1., 2. and 4. of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
  - a. Extend the policy cancellation date;
  - b. Negate the cancellation; or
  - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
7. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedules provided to us as described in Paragraphs 1., 2., 3. and 4. of this endorsement.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 4/1/2019 Policy No. WC 4637397-08  
 Insured BLINDERMAN CONSTRUCTION COMPANY, INC.

Endorsement No.  
 Premium \$

Insurance Company Zurich American Insurance Company

COI\_BlindermanAllJV\_CMatRisk\_PalmerElem\_JLB\_20200401  
 U-WC-332-A

**ENDORSEMENT #TBD**

This endorsement, effective 12:01 a.m., April 01, 2019 forms a part of  
 Policy No. US00078395LI19A issued to Blinderman Construction Company, Inc.  
 by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Public Building Commission of Chicago Attn: James Borkman	50 W. Washington Room 200 Chicago, IL 60602	30

All other terms and conditions of the Policy remain unchanged.





## Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 4637398-08	Effective Date: 4/1/2019

This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

A. Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
  - a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
  - b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
  - (2) "Your work", with respect to Paragraph 1.b. above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
  - a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
  - b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and



- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:**

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

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:**

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D. Solely with respect to the coverage provided by this endorsement:**

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.**



- F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section III – **Limits Of Insurance**:

**Additional Insured – Automatic – Owners, Lessees Or Contractors Limit**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.



# EVIDENCE OF PROPERTY INSURANCE

 DATE (MM/DD/YYYY)  
 04/05/2019

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

AGENCY Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA		PHONE (A/C, NO, Ext): (866) 283-7122	COMPANY Travelers Property Cas Co of America	
FAX (A/C, No): 800-363-0105	E-MAIL ADDRESS:			
CODE:		SUB CODE:		
AGENCY CUSTOMER ID #: 570000015799				
INSURED Blinderman ALL JV 224 N. Desplaines Street, Suite 650 Chicago IL 60661 USA		LOAN NUMBER	POLICY NUMBER QT6601588C660TIL1 9	
		EFFECTIVE DATE 04/01/2019	EXPIRATION DATE 04/01/2020	CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>
THIS REPLACES PRIOR EVIDENCE DATED:				

## PROPERTY INFORMATION

LOCATION/DESCRIPTION RE: Palmer Annex.
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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION		PERILS INSURED	BASIC	BROAD	SPECIAL	
COVERAGES/PERILS/FORMS			AMOUNT OF INSURANCE		DEDUCTIBLE	
Builders Risk Coverage	Job Limit		\$ 5,000,000			
	Deductible		\$ 5,000			
	Flood		\$ 5,000,000		\$ 25,000	
	Earth Movement		\$ 5,000,000		\$ 25,000	

## REMARKS (Including Special Conditions)

Coverage is all risk subject to policy terms and exclusions.

## 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.

## ADDITIONAL INTEREST

NAME AND ADDRESS Public Building Commission of Chicago Attn: James Borkman 50 W. Washington, Room 200 Chicago IL 60602 USA	<input type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>		

# Exhibit H

## Compensation

(ATTACHED HERETO AND INCORPORATED HEREIN)  
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# INITIAL GUARANTEED MAXIMUM PROJECT COST

Palmer Elementary School Annex and Renovations - PS3021D

DESCRIPTION	COST
1. General Conditions	<u>\$718,085.00</u>
2. Payment and Performance Bond & Insurance	<u>\$161,016.00</u>
<div> <div>Payment and Performance Bond</div> <div>\$60,535.00</div> </div> <div> <div>Insurance</div> <div>\$100,481.00</div> </div>	
3. Construction (A+B)	
<div>A. Pre-Construction Services</div> <div>\$176,423.00</div>	
<div>B. Cost of the Work</div> <div> <div>Cost of Construction (General Requirements + Cost of Construction)</div> <div>\$6,753,303.78</div> </div> <div> <div>Site Work Allowance</div> <div>\$100,000.00</div> </div> <div> <div>Moisture Mitigation Allowance</div> <div>\$164,856.00</div> </div> <div> <div>CCTV Allowance</div> <div>\$100,000.00</div> </div> <div> <div>Environmental Allowance</div> <div>\$25,000.00</div> </div> <div> <div>CM's Contingency</div> <div>\$200,000.00</div> </div> <div> <div>Commission's Contingency</div> <div>\$443,000.00</div> </div>	
<div>C. Allowances and Contingencies TOTAL</div> <div>\$1,032,856.00</div>	
<div>TOTAL Cost of the Work (Pre-Construction, Cost of Construction + Allowances + CM Contingency + Commission's Contingency)</div> <div>(A+B+C)</div> <div>\$7,962,582.78</div>	<u>\$7,962,582.78</u>
4. Construction Manager's Fee (percentage of the total value of line 3)	<u>4.50%</u>
	<u>\$358,316.23</u>
The Guaranteed Maximum Project Cost Proposal will be the added values of Lines 1 + 2 + 3 + 4	<u>\$9,200,000</u>

<sup>1</sup> Unused portions of all contingencies and allowances will be returned to the Project's budget and ultimately, the User Agency (CPS)