

PUBLIC BUILDING COMMISSION OF CHICAGO

# Job Order Contracting & (JOC) Services

## PS3093- TIER 1

Public Building Commission of Chicago  
Richard J. Daley Center, Room 200  
50 W. Washington Street  
Chicago, Illinois 60602  
[www.pbcchicago.com](http://www.pbcchicago.com)

**Mayor Brandon Johnson**  
Chairman

**Ray Giderof**  
Executive Director

## CONTACT INFORMATION

FIRM NAME:	Shawmut Design & Construction
CONTACT NAME:	Michael J. O'Connell
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Any Contract entered into as a result of this RFP process is governed by: Book1 "Project Information and Execution Documents," Book 2 "Standard Terms and Conditions for Construction Contracts", Book 3 "The Construction Task Catalog", Book 4 "Technical Specifications" and the Drawings.

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\*Available on PBC website at <https://www.pbcchicago.com/doing-business/contract-search/>

## JOB ORDER CONTRACTING SERVICES - PS3093I

**Tier 1** - For Projects Greater than \$1,000,000.01

**THIS AGREEMENT** effective as of January 14, 2025, but actually executed on the date witnessed, is entered into by and between the Public Building Commission of Chicago, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "Commission" or "PBC"), and **Leopardo Construction** with offices at **120 S. Riverside Plaza, Suite 2150, Illinois 60606** ("Contractor").

### RECITALS

WHEREAS, the Commission is a municipal corporation organized and operating under the Constitution and laws of the State of Illinois that has undertaken the enhancement and improvement of educational, safety, and recreational facilities on behalf of various governmental agencies including, but not limited to, the City of Chicago, Cook County, Chicago Public Library, Chicago Public Schools, Chicago Park District, City Colleges of Chicago, Metropolitan Water Reclamation District of Greater Chicago (referred to individually or collectively, as the case may be, in this Agreement as the "User Agency"); and

WHEREAS, on November 5, 2024, the Commission issued a Request for Proposal (RFP) for Job Order Contracting Services (the "Services") from general contractors to perform construction work through the Commission's Job Order Contracting Program for various construction, renovation and/or improvement projects (referred to herein, collectively or individually as the case may be, as a "Project" or "Projects") undertaken by the Commission from time to time on behalf of various User Agencies; and

WHEREAS, the Contractor has submitted a response to the RFP which provided certain pricing parameters and other relevant criteria and further represented to the Commission that it possessed the requisite knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by the Agreement; and

WHEREAS, in reliance upon the Contractor's representations and submittals in response to the RFP, the Commission has selected the Contractor to perform the Services on the terms and conditions set forth in this Agreement which includes the Recitals hereby incorporated into the Agreement by reference, Job Order Contract Overview, Project Summary, Description of Job Order Contract Work, Book 1, Book 2, Book 3, and Book 4 as modified from time to time by Amendment or Job Order; and

NOW THEREFORE, the Commission and the Contractor have executed this Agreement on the terms and conditions that follow:

## **JOB ORDER CONTRACT OVERVIEW**

A Job Order Contract is an indefinite quantity contract whereby the Contractor may perform an ongoing series of individual Projects at different locations and facilities under the jurisdiction of the PBC and/or its User Agencies. The Contract Documents include a Construction Task Catalog® (CTC) containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction.

The Commission may, but is not obligated to, issue Job Orders within the scope of this Agreement. If the Commission does so, and the Contractor submits Job Order Proposals or any written documentation that is accepted by the Commission, the rendering of Services will be in accordance with this Agreement. The Commission is not obligated to issue any Job Orders nor to issue any Requests for Job Order Proposals under this Agreement.

The Contractor has three (3) sets of Adjustment Factors to be applied to the Unit Prices contained in the CTC that correspond to the appropriate Tier. Each set of Adjustment Factors includes an Adjustment Factor for performing work during Normal Working Hours, an Adjustment Factor for performing work during Other Than Normal Working Hours, and an Adjustment Factor for performing work that has not been pre-priced ("Non-Pre-Priced Tasks"). The Adjustment Factors shall apply to every Pre-priced Task in the CTC.

Thereafter, as projects are identified the Contractor will jointly scope the work with the Commission. The Commission will prepare a Detailed Scope of Work and issue a Request for Job Order Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal for the Project including a Job Order Price Proposal, drawings and sketches, a list of subcontractors and their MBE/WBE status, current certification letters, construction schedule, and other requested documentation. The Job Order Price shall equal the value of the approved Job Order Price Proposal. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non-Pre-priced Tasks.

If the Job Order Proposal is found to be complete and reasonable, a Job Order may be issued. A Job Order will reference the detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

The Commission has awarded contracts to General Contractors based on the following three (3) Tiers listed below.

**Tier 1** – For Projects Greater than \$1,000,000.01

**Tier 2** - For Projects between \$300,000.01 and \$1,000,000.00

**Tier 3** - For Projects Equal to or Less than \$300,000.00

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## PROJECT SUMMARY

### CONTRACT TERM

The Base Term of is four (4) years. There are two (2) Option Terms. The duration of each Option Term is one year. The Commission and the Contractor may agree to extend the term of an Option Term.

All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.

### BASIS OF AWARD

Contracts were awarded to those firms offering the best value to the PBC in terms of technical qualifications and price. The PBC reserved the right to award to other than the lowest price submittals and other weighted factors in the best interest of the PBC.

### CONTRACT VALUE

The Estimated Annual Value for each Contract is \$6,000,000.00. The Contractor may be issued Job Orders up to or exceeding the Estimated Annual Value during any year of the Contract. The Contractor is not guaranteed to receive any specific volume of Job Orders. It is merely an estimate. The PBC has no obligation to issue to the Contractor any Job Orders.

### CONTRACTOR LICENSE FEE

The PBC selected The Gordian Group's (Gordian) Job Order Contracting (JOC) System for the JOC Program. The Gordian JOC Solution includes Gordian's proprietary eGordian® and Bid Safe® JOC Applications and Construction Task Catalog®, which shall be used by the Contractor to prepare and submit Job Order Proposals, subcontractor lists, and other requirements specified by the PBC. The Contractor shall be required to execute Gordian's JOC System License and Fee to obtain access to the Gordian JOC Solution.

### RESERVATIONS

The Commission's approval of a contractor pursuant to this RFP does not mean that the Commission has approved the firm as qualified to perform a specific project. At the full discretion of the Commission, the Commission holds the following reservations and rights.

The right to:

- request any additional, relevant information determined to be necessary for the proper evaluation of a submission,
- review a firm's qualifications to perform a specific project at the time of the Job Order Request,
- reject a firm's proposal if the Commission determines that the firm is not qualified to perform the project,
- require project-specific MBE/WBE Participation Goals, EEO, and Community Hiring provisions;
- negotiate Proposed Adjustment Factors;
- request Job Order Proposals from all Tiers, a specific Tier, or a subset of each Tier; and,
- utilize Bid Safe in the issuance of Job Order

### KEY INFORMATION

1) **User Agency:** Varies per Job Order

2) **Project is located in Ward:** Varies per Job Order

3) **Project Community Area Map:** For purposes of the community hiring requirement, "Project Community Residents" shall mean persons domiciled within the Project Community Areas as designated in the Job Order. Refer to sample "Exhibit I - Project Community Area Map".

**4) MBE/WBE Contract Goals:**

Program-Wide aggregate MBE/WBE Participation Goal are listed below:

- Tier 1 – 32% MBE/WBE
- Tier 2 – 16% MBE/WBE
- Tier 3 – 8% MBE/WBE

Contractor will be required to submit an MBE/WBE Participation Plan on all Job Orders, regardless of dollar value. Compliance goals will still be reviewed cumulatively. At the conclusion of the Term of this Agreement, all appropriate calculations for MBE, WBE, and EEO provisions will be made. The Commission expressly reserves the right to include project-specific MBE/WBE contract goal(s) to each Job Order based on scope, complexity, size, and location of project. Please refer to Book 2, Article 23. MBE/WBE Special Conditions for further details.

**5) Online Collaboration and Documentation Management System Requirements**

The Contractor shall use PBC's designated On-line Collaboration and Document Management system to track the Work, manage the Project, and follow the Commission's procedures for electronic submission and receipt of documents as directed by the Commission Representative.

**6) Liquidated Damages**

The Contractor agrees that the Work must be executed regularly and diligently to ensure completion of the Detailed Scope of Work within the Job Order Completion Time specified in the Job Order. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time specified, or any proper extension granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount according to the following schedule per day for each day Milestones and Substantial Completion dates are not achieved, not as a penalty, but as liquidated damages for the breach of contract occurring each and every day after the time stipulated in the Job Order for completing the Work.

JOB ORDER PRICE	LIQUIDATED DAMAGES PER DAY
Greater than \$1,000,000.00	\$1,500 / Day
\$300,000.01 to \$1,000,000.00	\$1,200 / Day
\$0 TO \$300,000.00	\$1,000 / Day

The Commission may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work on each Job Order and submission of the Contractor's final pay request. Substantial Completion of the Work is defined in Book 2, Section 1.01.33.

**7) Prevailing Wage Rates**

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

**8) EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS:** Contractors will be required to comply with all laws with respect to the employment of labor and payment of local prevailing wage rates. Please Note: The EEO goals calculation are found on FORM J – AWARD CRITERIA FIGURE and are set for the PBC Job Order Program as follows:

	Minority Journey Workers	Minority Apprentices	Minority Laborers	Female Journey Workers	Female Apprentices	Female Laborers
<b>Tier 1</b>	50%	10%	50%	1%	1%	1%
<b>Tier 2</b>	50%	10%	50%	1%	1%	1%
<b>Tier 3</b>	50%	10%	50%	1%	1%	1%

**9) LOCAL BUSINESS SUBCONTRACTING PARTICIPATION, CITY RESIDENCY AND COMMUNITY**

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

a. Local Subcontracting Requirement

- i. Contractors that are Local Businesses (as defined below) are required to award 25% of the Work under their contracts with the Commission to subcontractors that are Local Businesses.
- ii. Contractors that are not Local Businesses are required to award 35% of the Work under their contracts with the Commission to subcontractors that are Local Businesses.
- iii. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for Non-City-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple municipalities, such as the Metropolitan Water Reclamation District of Greater Chicago, "Local Business" shall be defined in the solicitation documents for that project.

b. Community Hiring Requirement. A percentage of the project labor must be performed by "Project Community Residents" and included on a "Project Community Area Map". The aggregate hours of Work to be performed by the Contractor and subcontractors under this Contract may be complied with through residents who are trade or non-trade workers. These positions may include but are not limited to trade workers, field engineer, superintendent, project manager, security, data entry clerks, schedulers, traffic monitoring personnel, and site administrative support staff. The PBC reserves the right to require Community Hiring on project-specific Job Order Proposals. Please refer to Book 2 for further details.

c. City of Chicago Residency Requirements. The Contractor agrees to ensure that the aggregated hours of Work to be performed under this Contract will be performed such that at least 50% of the aggregated hours of Work is performed by City of Chicago Residents. Please refer to Book 2 for further details.

**10) PAYMENT AND PERFORMANCE BOND:** A payment and performance bond may be required for each Job Order. The Contractor will be reimbursed for the cost of the Payment and Performance Bond(s) according to the reimbursable work task in the Construction Task Catalog®.

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## DESCRIPTION OF JOB ORDER CONTRACT WORK

The work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.

This Contract is for construction work and related services to be performed on locations and facilities under the jurisdiction of the PBC or its User Agencies.

General Contractors awarded contracts for PBC's Job Order Contracting program will be responsible for providing all required labor and materials, equipment, supervision and administration necessary to complete the Detailed Scope of Work ("Work") described in each Job Order. The Work will be supervised and administered on behalf of PBC by the PBC'S authorized representative and such staff personnel as shall be determined by PBC in accordance with procedures established by the Commission.

Specific work for assigned projects may include, but shall not be limited to, the following:

1. Documenting project scopes, as required
2. Procuring all materials, equipment, labor and vendor services
3. Providing general conditions work
4. Conducting Scope Review
5. Completing the punch list corrective work and turnover requirements
6. Submitting samples, shop drawings and reports
7. Submitting RFI's
8. Processing Pay Applications
9. Processing Closeouts within four (4) months
10. Coordinating Pest Management
11. Procuring all permits, licenses and approvals
12. Providing warranties, testing and operations manuals
13. Removing environmental contaminants
14. Providing insurance and performance and payment bond
15. Complying with all directives and policies of the Commission
16. Participating in periodic project coordination meetings
17. Meeting with the representatives of the Commission and the User, as required
18. Preparing and submitting timely reports concerning the progress of work
19. Complying with MBE/WBE, City Residency, EEO, Community Hiring and other requirements
20. Maximizing hiring opportunities for community members

Work will be performed in compliance with all applicable rules, codes and regulations; will consist of the specific obligations described in the Job Order for each project; and shall be performed in accordance with commonly known CSI Divisions identified below.

DIVISION 01 00 00	GENERAL REQUIREMENTS	DIVISION 16 00 00	ELECTRICAL
DIVISION 02 00 00	EXISTING CONDITIONS	DIVISION 21 00 00	FIRE SUPPRESSION
DIVISION 03 00 00	CONCRETE	DIVISION 22 00 00	PLUMBING
DIVISION 04 00 00	MASONRY	DIVISION 23 00 00	HEATING, VENTILATING, AND
DIVISION 05 00 00	METALS		AIRCONDITIONING (HVAC)
DIVISION 06 00 00	WOOD, PLASTICS AND COMPOSITES	DIVISION 25 00 00	INTEGRATED AUTOMATION
DIVISION 07 00 00	THERMAL AND MOISTURE PROTECTION	DIVISION 26 00 00	ELECTRICAL
DIVISION 08 00 00	OPENINGS	DIVISION 27 00 00	COMMUNICATIONS
DIVISION 09 00 00	FINISHES	DIVISION 28 00 00	ELECTRONIC SAFETY AND SECURITY
DIVISION 10 00 00	SPECIALTIES	DIVISION 31 00 00	EARTHWORK
DIVISION 11 00 00	EQUIPMENT	DIVISION 32 00 00	EXTERIOR IMPROVEMENTS
DIVISION 12 00 00	FURNISHINGS	DIVISION 33 00 00	UTILITIES
DIVISION 13 00 00	SPECIAL CONSTRUCTION	DIVISION 40 00 00	PROCESS INTEGRATION
DIVISION 14 00 00	CONVEYING EQUIPMENT		
DIVISION 15 00 00	MECHANICAL		

Care and diligence has been used in the preparation of this information and it is believed to be substantially correct. Respondents must fully examine the scope of services of each individual Job Order opportunity. The Commission and its representatives will not be responsible for any errors or omissions in this RFP, nor for the failure on the part of the Respondent(s) to familiarize themselves with the requirements of the Job Order.

## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

*Please complete a form for each project identified. A total of three is required.*

<b>PROJECT NO. 1</b>			
<b>Project Name:</b>	JSW City of Waukegan Animal Shelter Exterior Work		
<b>Project Type:</b>	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____		
<b>Agency/Client:</b>			
<b>Agency Type:</b>	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	<b>Respondent's Role:</b>	<input checked="" type="checkbox"/> General Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Other: _____
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
<b>Has the project achieved final acceptance after January 1, 2021?</b>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Original Contract Value:</b>			\$ 200,000
<b>Was project completed on budget?</b> (If no, please explain below or attach explanation.)			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Final Contract Value:</b>			\$ 200,000
<b>Was project completed on schedule?</b> (If no, please explain below or attach explanation.)			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>If applicable, did Project receive LEED Certification?</b>			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Level of LEED Certification:</b>	N/A		
<b>Was the project permitted?</b> (If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Type of Permit:</b>	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Easy Construction <input type="checkbox"/> Other: _____		
<b>City/Town/Village, State:</b>	City of Waukegan, IL		
<b>Permitting Body:</b>	City of Waukegan		
<b>CLIENT REFERENCE FOR CONSTRUCTION</b>			
(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)			
<b>Name:</b>	Shannon Cisneros		
<b>Project Role:</b> <small>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</small>	Assistant Director of Public Works		
<b>Phone:</b>	224.370.8582	<b>Email Address:</b>	Shannon.Cisneros@waukeganIL.gov
<b>Name:</b>			
<b>Project Role:</b> <small>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</small>			
<b>Phone:</b>		<b>Email Address:</b>	

## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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Leopardo Construction

Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page 1 of 1.

<b>PROJECT NO. <u>1</u></b> (continued)
<b>PROJECT NARRATIVE</b>
Exterior renovation of a new animal shelter, Leopardo installed new paving for parking lot, installed new sidewalk and curb and spaced down new sod. Project durations was four weeks.

## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

*Please complete a form for each project identified. A total of three is required.*

<b>PROJECT NO. 2</b>			
<b>Project Name:</b>	JSW City of Waukegan Sewer Work		
<b>Project Type:</b>	<input type="checkbox"/> New Construction <input type="checkbox"/> Renovation <input type="checkbox"/> Other: _____		
<b>Agency/Client:</b>			
<b>Agency Type:</b>	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	<b>Respondent's Role:</b>	<input checked="" type="checkbox"/> General Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Other: _____
<b>Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)</b>			
<b>Has the project achieved final acceptance after January 1, 2021?</b>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Original Contract Value:</b>			\$ 1,200,000
<b>Was project completed on budget?</b> <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Final Contract Value:</b>			\$ 1,200,000
<b>Was project completed on schedule?</b> <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>If applicable, did Project receive LEED Certification?</b>			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Level of LEED Certification:</b>	N/A		
<b>Was the project permitted?</b> <i>(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Type of Permit:</b>	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Easy Construction <input type="checkbox"/> Other: _____		
<b>City/Town/Village, State:</b>	City of Waukegan, IL		
<b>Permitting Body:</b>	City of Waukegan		
<b>CLIENT REFERENCE FOR CONSTRUCTION</b> <i>(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)</i>			
<b>Name:</b>	Shannon Cisneros		
<b>Project Role:</b> <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Assistant Director of Public Works		
<b>Phone:</b>	224.370.8582	<b>Email Address:</b>	Shannon.Cisneros@waukeganIL.gov
<b>Name:</b>			
<b>Project Role:</b> <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>			
<b>Phone:</b>		<b>Email Address:</b>	

## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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Leopardo Construction

Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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<b>PROJECT NO. <u>2</u></b> (continued)
<b>PROJECT NARRATIVE</b>
Removal of existing underground sanitary sewer and installation of a new sanitary sewer across the Waukegan Metropolitan area. Seven week project duration.

## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

*Please complete a form for each project identified. A total of three is required.*

<b>PROJECT NO.</b> <u>  3  </u>			
<b>Project Name:</b>	JSW Northbrook Village Hall Emergency Floor Repairs		
<b>Project Type:</b>	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____		
<b>Agency/Client:</b>			
<b>Agency Type:</b>	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	<b>Respondent's Role:</b>	<input checked="" type="checkbox"/> General Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Other: _____
<b>Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)</b>			
<b>Has the project achieved final acceptance after January 1, 2021?</b>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Original Contract Value:</b>			\$ 265,000
<b>Was project completed on budget?</b> <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Final Contract Value:</b>			\$ 265,000
<b>Was project completed on schedule?</b> <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>If applicable, did Project receive LEED Certification?</b>			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Level of LEED Certification:</b>	N/A		
<b>Was the project permitted?</b> <i>(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Type of Permit:</b>	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Easy Construction <input type="checkbox"/> Other: _____		
<b>City/Town/Village, State:</b>	Village of Northbrook, IL		
<b>Permitting Body:</b>	Village of Northbrook		
<b>CLIENT REFERENCE FOR CONSTRUCTION</b> <i>(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)</i>			
<b>Name:</b>	Brian Anderson		
<b>Project Role:</b> <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Public Works Superintendent		
<b>Phone:</b>	847.664.4112	<b>Email Address:</b>	Brian.anderson@northbrook.il.us
<b>Name:</b>			
<b>Project Role:</b> <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>			
<b>Phone:</b>		<b>Email Address:</b>	

## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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Leopardo Construction

Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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<b>PROJECT NO. <u>3</u></b> (continued)
<b>PROJECT NARRATIVE</b>
Finance Department at the Village of Northbrook flooded. Leopardo was contracted to bring back to original condition, project included all finishes and rework of existing HVAC and Electrical. Three week project duration

## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

*Please complete a form for each project identified. A total of three is required.*

<b>PROJECT NO.</b> <u>4</u>			
<b>Project Name:</b>	JSW Hanover Park FS #15 Painting & Flooring		
<b>Project Type:</b>	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____		
<b>Agency/Client:</b>	Village of Hanover Park		
<b>Agency Type:</b>	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	<b>Respondent's Role:</b>	<input checked="" type="checkbox"/> General Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Other: _____
<b>Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)</b>			
<b>Has the project achieved final acceptance after January 1, 2021?</b>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Original Contract Value:</b>			\$ 145,000
<b>Was project completed on budget?</b> <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Final Contract Value:</b>			\$ 145,000
<b>Was project completed on schedule?</b> <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>If applicable, did Project receive LEED Certification?</b>			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Level of LEED Certification:</b>			
<b>Was the project permitted?</b> <i>(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Type of Permit:</b>	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Easy Construction <input type="checkbox"/> Other: _____		
<b>City/Town/Village, State:</b>	Village of Hanover Park, IL		
<b>Permitting Body:</b>	Village of Hanover Park		
<b>CLIENT REFERENCE FOR CONSTRUCTION</b> <i>(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)</i>			
<b>Name:</b>	Ted Kaye		
<b>Project Role:</b> <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Building Maintenance Supervisor		
<b>Phone:</b>	630.823.5707	<b>Email Address:</b>	tkaye@hpil.org
<b>Name:</b>			
<b>Project Role:</b> <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>			
<b>Phone:</b>		<b>Email Address:</b>	

## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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Leopardo Construction

Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page 1 of 1.

<b>PROJECT NO. <u>4</u></b> (continued)
<b>PROJECT NARRATIVE</b>
Repainting of the entire fire station interior, replacement of all the flooring. eight week project duration.

## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

*Please complete a form for each project identified. A total of three is required.*

<b>PROJECT NO.</b> <u>5</u>			
<b>Project Name:</b>	JAIS EC 125 Apparatus Floor Slab Replacement Emergency		
<b>Project Type:</b>	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____		
<b>Agency/Client:</b>			
<b>Agency Type:</b>	<input type="checkbox"/> Public <input type="checkbox"/> Private	<b>Respondent's Role:</b>	<input checked="" type="checkbox"/> General Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Other: _____
<b>Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)</b>			
<b>Has the project achieved final acceptance after January 1, 2021?</b>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Original Contract Value:</b>			\$ 1,200,000
<b>Was project completed on budget?</b> <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Final Contract Value:</b>			\$ 1,200,000
<b>Was project completed on schedule?</b> <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>If applicable, did Project receive LEED Certification?</b>			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Level of LEED Certification:</b>	N/A		
<b>Was the project permitted?</b> <i>(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Type of Permit:</b>	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Easy Construction <input type="checkbox"/> Other: _____		
<b>City/Town/Village, State:</b>	Chicago, IL		
<b>Permitting Body:</b>	City of Chicago		
<b>CLIENT REFERENCE FOR CONSTRUCTION</b> <i>(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)</i>			
<b>Name:</b>	Tim Wang		
<b>Project Role:</b> <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Project Manager		
<b>Phone:</b>	312.744.5316	<b>Email Address:</b>	Timothy.Wang@cityofchicago.org
<b>Name:</b>			
<b>Project Role:</b> <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>			
<b>Phone:</b>		<b>Email Address:</b>	

## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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Leopardo Construction

Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page 1 of 1.

<b>PROJECT NO. <u>5</u></b> (continued)
<b>PROJECT NARRATIVE</b>
<p>This project encompasses the emergency slab replacement of the apparatus floor at the EC 125 building located at 2323 N. Natchez Avenue. The scope of the work included engineering for slab replacement, site protection and dust control, structural concrete slab removal and replacement, structural steel modifications and MEP modifications associated with slab replacement.</p>

## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

*Please complete a form for each project identified. A total of three is required.*

<b>PROJECT NO.</b> <u>6</u>			
<b>Project Name:</b>	JAIS EC 69 Equal Access		
<b>Project Type:</b>	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____		
<b>Agency/Client:</b>			
<b>Agency Type:</b>	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	<b>Respondent's Role:</b>	<input checked="" type="checkbox"/> General Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Other: _____
<b>Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)</b>			
<b>Has the project achieved final acceptance after January 1, 2021?</b>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Original Contract Value:</b>			\$ 493,000
<b>Was project completed on budget?</b> <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Final Contract Value:</b>			\$ 493,000
<b>Was project completed on schedule?</b> <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>If applicable, did Project receive LEED Certification?</b>			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Level of LEED Certification:</b>	N/A		
<b>Was the project permitted?</b> <i>(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Type of Permit:</b>	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Easy Construction <input type="checkbox"/> Other: _____		
<b>City/Town/Village, State:</b>	City of Chicago, IL		
<b>Permitting Body:</b>	City of Chicago		
<b>CLIENT REFERENCE FOR CONSTRUCTION</b> <i>(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)</i>			
<b>Name:</b>	Tim Wang		
<b>Project Role:</b> <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Project Manager		
<b>Phone:</b>	312.744.5316	<b>Email Address:</b>	Timothy.Wang@cityofchicago.org
<b>Name:</b>			
<b>Project Role:</b> <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>			
<b>Phone:</b>		<b>Email Address:</b>	

## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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Leopardo Construction

Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page 1 of 1.

<b>PROJECT NO. <u>6</u></b> (continued)
<b>PROJECT NARRATIVE</b>
<p>This project encompasses Equal Access renovations to the EC 69 building located at 4017 N. Tripp Avenue. The scope of work includes: selective demolition of second floor to allow new construction, build-out of a new women's &amp; men's locker room/restrooms, and a new private room.</p>

## FORM B – KEY PERSONNEL

*Please complete a form for each Key Personnel.*

KEY PERSONNEL			
<b>Role:</b>	<input checked="" type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input type="checkbox"/> Scheduler <input type="checkbox"/> Superintendent <input type="checkbox"/> MEP Coordinator <input type="checkbox"/> Safety Manager <input type="checkbox"/> Quality Control Manager <input type="checkbox"/> Sustainability Coordinator		
<b>Name:</b>	Peter G. Oldendorf		
<b>Title:</b>	Vice President		
<b>Number of years with the firm:</b>			11 Years
<b>Number of years with experience in this capacity:</b>			29 Years
<b>Project Type:</b> <i>(Please check all experience that applies to the individual who will be dedicated to this project.)</i>			
<input checked="" type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input checked="" type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input checked="" type="checkbox"/> DIVISION 03 00 00 CONCRETE <input checked="" type="checkbox"/> DIVISION 04 00 00 MASONRY <input checked="" type="checkbox"/> DIVISION 05 00 00 METALS <input checked="" type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input checked="" type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input checked="" type="checkbox"/> DIVISION 08 00 00 OPENINGS <input checked="" type="checkbox"/> DIVISION 09 00 00 FINISHES <input checked="" type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input checked="" type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input checked="" type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input checked="" type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input checked="" type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT		<input checked="" type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input checked="" type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input checked="" type="checkbox"/> DIVISION 22 00 00 PLUMBING <input checked="" type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input checked="" type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input checked="" type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input checked="" type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input checked="" type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input checked="" type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input checked="" type="checkbox"/> DIVISION 33 00 00 UTILITIES <input checked="" type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION	
REFERENCES			
REFERENCE #1			
<b>Project:</b>		JSW City of Waukegan Animal Shelter Exterior Work	
<b>Agency/Firm Name:</b>		City of Waukegan	<b>Title:</b> Assistant Director of Public Works
<b>Phone:</b>		224.370.8582	<b>Email Address:</b> Shannon.Cisneros@waukeganIL.gov
REFERENCE #2			
<b>Project:</b>		JSW Northbrook Village Hall Emergency Floor Repairs	
<b>Agency/Firm Name:</b>		Village of Northbrook	<b>Title:</b> Public Works Superintendent
<b>Phone:</b>		847.664.4112	<b>Email Address:</b> Brian.anderson@northbrook.il.us
PLEASE ATTACH RESUME			



## PROJECT TEAM

# PETE OLDENDORF

Vice President, Job Order Contracting (JOC)

### EXPERIENCE

29 Years

### EDUCATION / TRAINING

OSHA 30

### REFERENCES

#### University of Illinois at Chicago

1140 S. Morgan, Suite 125  
Chicago, Illinois

Nadia Alami  
Project Manager

312.413.1281

#### Public Building Commission of Chicago

50 W. Washington Street  
Chicago, Illinois

Don Wilson  
Deputy Director, Support  
Services

312.744.8357

#### Chicago Children's Choir

78 E. Washington Street  
Chicago, Illinois

Sarah Fader  
Operations Associate

312.849.8300

Since joining Leopardo in 2013, Pete has significantly grown the company's JOC market, which now encompasses federal, higher education, industrial, and interior construction. Under Pete's leadership, Leopardo has worked with numerous government agencies, including the U.S. Postal Service, City of Chicago, as well as Cook and Lake counties. His resume includes multiple Chicago fire stations, bridge restorations, as well as projects for Malcolm X College, University of Illinois Chicago, Department of General Services, Chicago Cultural Center, Chicago City Hall, Fulton Market Gateway, and the McCormick Place Alternate Care Facility. Pete's wide range of industry experience spans more than 30 years and encompasses a diverse collection of markets and projects of all sizes. He also has a strong background in preconstruction, design-build, and subcontractor management.

#### MCCORMICK PLACE ALTERNATE CARE FACILITY Chicago, Illinois

- 150,000-SF joint effort reconfiguring Chicago's McCormick Place convention center into a temporary healthcare facility in response to COVID-19
- Project was designed as a safety valve for stressed local hospitals and accommodates more than 2,000 patient beds

#### 100TH STREET BRIDGE Chicago, Illinois

- Renovation of the bascule bridge houses over the Calumet River
- Included multiple interior renovations, new copper roofs, as well as a renovation of the masonry facade

#### RANDOLPH STREET BRIDGE Chicago, Illinois

- Restoration of the Randolph Street bridge over the Chicago River
- Caisson watertight retaining structures set in place in the river to work on the foundations of the bridge

#### LEE ANIMAL SURGERY CENTER Chicago, Illinois

- 20,000-SF build-out of an animal surgery center within the largest animal shelter in Illinois
- Included administrative offices, intake, surgery rooms, recovery area, labs, pharmacy

#### CHICAGO CULTURAL CENTER Chicago, Illinois

- Restoration of the limestone facade and roof at the Chicago Cultural Center, a Chicago landmark building that originally opened in 1897
- Special safety precautions were implemented, including wayfinding, scaffolding for pedestrian protection and coordination with CDOT to periodically barricade the street

#### COOK COUNTY MORGUE Chicago, Illinois

- 60,000-SF renovation of the largest medical examiner facility in Illinois
- Installation of a large gantry hoist and racking/storage system with a capacity of 250 cadavers

#### CHICAGO FIRE DEPARTMENT ENGINE COMPANY 1 Chicago, Illinois

- 8,000-SF renovation at Chicago Fire Department Engine Company 1 to accommodate larger suburban fire trucks in emergency situations

## FORM B – KEY PERSONNEL

*Please complete a form for each Key Personnel.*

KEY PERSONNEL			
<b>Role:</b>	<input checked="" type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input type="checkbox"/> Scheduler <input type="checkbox"/> Superintendent <input type="checkbox"/> MEP Coordinator <input type="checkbox"/> Safety Manager <input type="checkbox"/> Quality Control Manager <input type="checkbox"/> Sustainability Coordinator		
<b>Name:</b>	Rick Winkler		
<b>Title:</b>	Project Executive		
<b>Number of years with the firm:</b>			2 Years
<b>Number of years with experience in this capacity:</b>			19 Years
<b>Project Type:</b> <i>(Please check all experience that applies to the individual who will be dedicated to this project.)</i>			
<input checked="" type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input checked="" type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input checked="" type="checkbox"/> DIVISION 03 00 00 CONCRETE <input checked="" type="checkbox"/> DIVISION 04 00 00 MASONRY <input checked="" type="checkbox"/> DIVISION 05 00 00 METALS <input checked="" type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input checked="" type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input checked="" type="checkbox"/> DIVISION 08 00 00 OPENINGS <input checked="" type="checkbox"/> DIVISION 09 00 00 FINISHES <input checked="" type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input checked="" type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input checked="" type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input checked="" type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input checked="" type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT		<input checked="" type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input checked="" type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input checked="" type="checkbox"/> DIVISION 22 00 00 PLUMBING <input checked="" type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input checked="" type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input checked="" type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input checked="" type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input checked="" type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input checked="" type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input checked="" type="checkbox"/> DIVISION 33 00 00 UTILITIES <input checked="" type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION	
REFERENCES			
REFERENCE #1			
<b>Project:</b>		JSW City of Waukegan Animal Shelter Exterior Work	
<b>Agency/Firm Name:</b>		City of Waukegan	<b>Title:</b> Assistant Director of Public Works
<b>Phone:</b>		224.370.8582	<b>Email Address:</b> Shannon.Cisneros@waukeganIL.gov
REFERENCE #2			
<b>Project:</b>		JSW Northbrook Village Hall Emergency Floor Repairs	
<b>Agency/Firm Name:</b>		Village of Northbrook	<b>Title:</b> Public Works Superintendent
<b>Phone:</b>		847.664.4112	<b>Email Address:</b> Brian.anderson@northbrook.il.us
PLEASE ATTACH RESUME			



## PROJECT TEAM

# RICHARD WINKLER

## Project Executive

### EXPERIENCE

**19 Years**

### EDUCATION / TRAINING

**Milwaukee School of Engineering**  
Bachelor of Science  
Construction Management

**OSHA 30**

### REFERENCES

**City of Chicago  
Department of Assets,  
Information and Services**

2 N. LaSalle Street, 2nd Floor  
Chicago, Illinois  
Art Andros  
Project Manager  
312.257.0159

**City of Chicago  
Department of Transportation**

2 N. LaSalle Street, Suite 1110  
Chicago, Illinois  
Luis Benitez  
Chief Bridge Engineer  
312.497.3287

**Cook County  
Bureau of Asset Management**

69 W. Washington, Suite 3100  
Chicago, Illinois  
John Yonan  
Bureau Chief  
773.717.6342

### CHICAGO DEPARTMENT OF TRANSPORTATION **Chicago, Illinois**

- JOC work orders ranging in size and complexity from \$2,000 to over \$5M
- Included bridge replacement, structural steel repairs to bridges, marine work, sheeting, structural concrete repairs, bridge jacking, historical statue renovations, and emergency repairs

### CHICAGO PUBLIC SCHOOLS **Chicago, Illinois**

- 134 task orders for a variety of different project types for Chicago Public Schools renovations and site improvements
- George Washington High School Science Lab, \$1.7M
- George Washington High School Second Floor Corridor, \$751,000
- Kellogg Elementary School Modular renovation, \$2.2M
- Gresham Elementary School Renovation, \$2.2M
- Moos Elementary School MEP Upgrades, \$1.5M
- James Russell Lowell Elementary School, \$779,475
- Schmid Elementary School New Campus Park, \$1.2M

### CHICAGO PARK DISTRICT RAPID RESPONSE **Chicago, Illinois**

- 174 work orders with values over \$18M, ranging in value from \$1,600 to \$1M
- Garfield Park Conservatory Emergency Glass Repair, \$696,915
- Chicago Play Groups #2 Playlot Renovations, \$705,000

## FORM B – KEY PERSONNEL

*Please complete a form for each Key Personnel.*

KEY PERSONNEL			
<b>Role:</b>	<input checked="" type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input type="checkbox"/> Scheduler <input type="checkbox"/> Superintendent <input type="checkbox"/> MEP Coordinator <input type="checkbox"/> Safety Manager <input type="checkbox"/> Quality Control Manager <input type="checkbox"/> Sustainability Coordinator		
<b>Name:</b>	Ben Maust		
<b>Title:</b>	Project Manager		
<b>Number of years with the firm:</b>			2 Years
<b>Number of years with experience in this capacity:</b>			5 Years
<b>Project Type:</b> <i>(Please check all experience that applies to the individual who will be dedicated to this project.)</i>			
<input checked="" type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input checked="" type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input checked="" type="checkbox"/> DIVISION 03 00 00 CONCRETE <input checked="" type="checkbox"/> DIVISION 04 00 00 MASONRY <input checked="" type="checkbox"/> DIVISION 05 00 00 METALS <input checked="" type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input checked="" type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input checked="" type="checkbox"/> DIVISION 08 00 00 OPENINGS <input checked="" type="checkbox"/> DIVISION 09 00 00 FINISHES <input checked="" type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input checked="" type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input checked="" type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input checked="" type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input checked="" type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT		<input checked="" type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input checked="" type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input checked="" type="checkbox"/> DIVISION 22 00 00 PLUMBING <input checked="" type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input checked="" type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input checked="" type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input checked="" type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input checked="" type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input checked="" type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input checked="" type="checkbox"/> DIVISION 33 00 00 UTILITIES <input checked="" type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION	
REFERENCES			
REFERENCE #1			
<b>Project:</b>		JSW Northbrook Village Hall Emergency Floor Repairs	
<b>Agency/Firm Name:</b>		Village of Northbrook	<b>Title:</b> Public Works Superintendent
<b>Phone:</b>		847.664.4112	<b>Email Address:</b> Brian.anderson@northbrook.il.us
REFERENCE #2			
<b>Project:</b>		JSW Hanover Park FS #15 Painting & Flooring	
<b>Agency/Firm Name:</b>		Village of Hanover Park	<b>Title:</b> Building Maintenance Supervisor
<b>Phone:</b>		630.823.5707	<b>Email Address:</b> tkaye@hpil.org
PLEASE ATTACH RESUME			



## PROJECT TEAM

# BEN MAUST

## Project Manager

### EXPERIENCE

5 Years

### EDUCATION / TRAINING

**Bradley University**  
Bachelor of Science  
Construction Management

OSHA 30

### REFERENCES

#### **Village of Hanover Park**

2121 W. Lake Street  
Hanover Park, IL

Ted Kaye  
Building Maintenance Supervisor  
630.823.5600

#### **City of Waukegan**

100 N. Martin Luther King Jr.  
Avenue  
Waukegan, IL

Chris Garland  
Director of Public Works  
847.599.2500

#### **Village of Northbrook**

1225 Cedar Lane  
Northbrook, IL

Brian Anderson  
Public Works Superintendent  
847.272.5050

### **CLOVERDALE ELEMENTARY INNOVATION CENTER Carol Stream, Illinois**

- \$5 Million renovation of an existing library, delivered in 9 weeks
- Existing library was demolished to the superstructure and rebuild to a brand new innovation center for the school

### **TROY CCSD 30-C ADMINISTRATION BUILDING ADDITION Plainfield, Illinois**

- \$5 Million new addition for administrative employees, school ground was occupied during construction
- Project was completed on time and within budget

### **NATIONAL MUSEUM OF MEXICAN ART Chicago, Illinois**

- \$2 Million project, full replacement of existing building's HVAC system
- Project required months of coordination due to the tens of millions of dollars worth of artwork stored in the high-security vaults

### **CITY OF AURORA JOC CONTRACTING PROGRAM Aurora, Illinois**

- Projects consisted of municipal work throughout the city including, but not limited to fire stations, police departments, city hall and emergency work

### **FOX VALLEY PARK DISTRICT VAUGHN ATHLETIC CENTER STAIRCASE REPLACEMENT Fox Valley, Illinois**

- Emergency project that consisted of full replacement of an indoor water park slide's staircase
- Project required full engineered drawings, structural steel and removal/replacement of a 60' glazed wall, project was completed within 12 weeks (including lead times) and was under budget

## FORM B – KEY PERSONNEL

*Please complete a form for each Key Personnel.*

KEY PERSONNEL			
<b>Role:</b>	<input checked="" type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input type="checkbox"/> Scheduler <input type="checkbox"/> Superintendent <input type="checkbox"/> MEP Coordinator <input type="checkbox"/> Safety Manager <input type="checkbox"/> Quality Control Manager <input type="checkbox"/> Sustainability Coordinator		
<b>Name:</b>	Tim McCracken		
<b>Title:</b>	Project Manager		
<b>Number of years with the firm:</b>			2 Years
<b>Number of years with experience in this capacity:</b>			9 Years
<b>Project Type:</b> <i>(Please check all experience that applies to the individual who will be dedicated to this project.)</i>			
<input checked="" type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input checked="" type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input checked="" type="checkbox"/> DIVISION 03 00 00 CONCRETE <input checked="" type="checkbox"/> DIVISION 04 00 00 MASONRY <input checked="" type="checkbox"/> DIVISION 05 00 00 METALS <input checked="" type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input checked="" type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input checked="" type="checkbox"/> DIVISION 08 00 00 OPENINGS <input checked="" type="checkbox"/> DIVISION 09 00 00 FINISHES <input checked="" type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input checked="" type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input checked="" type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input checked="" type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input checked="" type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT		<input checked="" type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input checked="" type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input checked="" type="checkbox"/> DIVISION 22 00 00 PLUMBING <input checked="" type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input checked="" type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input checked="" type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input checked="" type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input checked="" type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input checked="" type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input checked="" type="checkbox"/> DIVISION 33 00 00 UTILITIES <input checked="" type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION	
REFERENCES			
REFERENCE #1			
<b>Project:</b>		J2FM Garfield Community Center Window Replacement	
<b>Agency/Firm Name:</b>		City of Chicago Dept of Fleet & Facility Management	<b>Title:</b> Project Manager
<b>Phone:</b>		312.742.3848	<b>Email Address:</b> royale.jones@cityofchicago.org
REFERENCE #2			
<b>Project:</b>		JAIS EC 125 Apparatus Floor Slab Replacement	
<b>Agency/Firm Name:</b>		City of Chicago	<b>Title:</b> Project Manager
<b>Phone:</b>		312.744.5316	<b>Email Address:</b> Timothy.Wang@cityofchicago.org
PLEASE ATTACH RESUME			



## PROJECT TEAM

# TIM McCracken

## Project Manager

### EXPERIENCE

9 Years

### EDUCATION / TRAINING

**University of Iowa**

Bachelor of Science

Sport & Recreation Management

**U.S. Army Corps of Engineers**

Construction Quality Management

**Precore Technologies**

Project Management

Support Certificate

### VERANO/ZEN LEAF DISPENSARIES **Multiple Locations**

- Multiple ground up retail locations across Illinois, Nevada, New Jersey, Ohio, Philadelphia, and West Virginia
- Allocated and managed resources to ensure that they were available when they are needed throughout the construction projects
- Developed and maintained relationships with vendors
- Kept all stakeholders aware of the progress on projects and prepared progress reports weekly for Verano C-Suite Executives
- Handled all environmental or local community issues
- Conducted bi-weekly site checks to monitor progress and quality standards to insure design intent is met for Verano/Ownership Group
- Implemented Construction Management processes that allowed for 2-4 week reduction in project schedules

### CHICAGO HOUSING AUTHORITY JOB ORDER CONTRACTING **Chicago, Illinois**

- Estimated construction costs accurately and established scopes of work, budgets, and construction timelines to manage effective project planning
- Facilitated submittals and processing of requests for information between general contractor, owner, and owner's consultants
- Chose and managed subcontractors, developed constructive relationships, and corrected work in line with design, quality and safety standards

### ILLINOIS TOLLWAY JOB ORDER CONTRACTING **Multiple Locations**

- Handled continuous project monitoring and management, including developing forecasts, tracking expenses, and approving payments
- Maximized cost-effectiveness of projects through value engineering processes to assess methods, materials, and means
- Led subcontractor meetings to convey project requirements, scope, milestones, and regulatory compliance
- Created project plans with established timelines for integral phases, assigned to appropriate teams, managed workflow, and achieved RFP submissions and completion deadlines on or before schedule

### UNIVERSITY OF ILLINOIS CHICAGO JOB ORDER CONTRACTING **Chicago, Illinois**

- Handled continuous project monitoring and management, including developing forecasts, tracking expenses, and approving payments
- Maximized cost-effectiveness of projects through value engineering processes to assess methods, materials, and means
- Led subcontractor meetings to convey project requirements, scope, milestones, and regulatory compliance
- Created project plans with established timelines for integral phases, assigned to appropriate teams, managed workflow, and achieved RFP submissions and completion deadlines on or before schedule

## FORM B – KEY PERSONNEL

*Please complete a form for each Key Personnel.*

KEY PERSONNEL			
<b>Role:</b>	<input type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input type="checkbox"/> Scheduler <input checked="" type="checkbox"/> Superintendent <input type="checkbox"/> MEP Coordinator <input type="checkbox"/> Safety Manager <input type="checkbox"/> Quality Control Manager <input type="checkbox"/> Sustainability Coordinator		
<b>Name:</b>	Gus Rizo		
<b>Title:</b>	Superintendent		
<b>Number of years with the firm:</b>			22 Years
<b>Number of years with experience in this capacity:</b>			29 Years
<b>Project Type:</b> <i>(Please check all experience that applies to the individual who will be dedicated to this project.)</i>			
<input checked="" type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input checked="" type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input checked="" type="checkbox"/> DIVISION 03 00 00 CONCRETE <input checked="" type="checkbox"/> DIVISION 04 00 00 MASONRY <input checked="" type="checkbox"/> DIVISION 05 00 00 METALS <input checked="" type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input checked="" type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input checked="" type="checkbox"/> DIVISION 08 00 00 OPENINGS <input checked="" type="checkbox"/> DIVISION 09 00 00 FINISHES <input checked="" type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input checked="" type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input checked="" type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input checked="" type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input checked="" type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT		<input checked="" type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input checked="" type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input checked="" type="checkbox"/> DIVISION 22 00 00 PLUMBING <input checked="" type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input checked="" type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input checked="" type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input checked="" type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input checked="" type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input checked="" type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input checked="" type="checkbox"/> DIVISION 33 00 00 UTILITIES <input checked="" type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION	
REFERENCES			
REFERENCE #1			
<b>Project:</b>		JAIS EC 125 Apparatus Floor Slab Replacement Emergency	
<b>Agency/Firm Name:</b>		City of Chicago	<b>Title:</b> Project Manager
<b>Phone:</b>		312.744.5316	<b>Email Address:</b> Timothy.Wang@cityofchicago.org
REFERENCE #2			
<b>Project:</b>		J2FM Garfield Community Center Window Replacement	
<b>Agency/Firm Name:</b>		City of Chicago	<b>Title:</b> Project Manager
<b>Phone:</b>		312.744.5316	<b>Email Address:</b> Timothy.Wang@cityofchicago.org
PLEASE ATTACH RESUME			



## PROJECT TEAM

# GUS RIZO

## Superintendent

### EXPERIENCE

**29 Years**

### EDUCATION / TRAINING

**OSHA 30**

### REFERENCES

#### **Captive Resources**

201 E. Commerce Drive  
Schaumburg, Illinois

Cindy Kehl  
Vice President, Administration  
847.879.2351

#### **Simpson Technologies**

751 Shoreline Drive  
Aurora, Illinois

Bruce Dienst  
President & CEO  
630.820.3736

#### **Marshall & Stevens**

125 S. Wacker Drive  
Chicago, Illinois

John Nuccio  
Senior Vice President  
312.233.8477

#### **Roosevelt University**

425 S. Wabash Avenue  
Chicago, Illinois

Paul Matthews  
Assistant Vice President  
312.341.3684

### **MID AMERICA REAL ESTATE Gurnee, Illinois**

- 15,500-SF interior build-out located in the Wrigley Building
- Open office concept and perimeter office with floor-to-ceiling glass
- Custom boardroom and town hall gathering space
- New elevator and lobby finishes

### **SEDGEBROOK HARVEST BISTRO Lincolnshire, Illinois**

- 4,150-SF dining room renovation for one of Chicagoland's premier independent living communities, comprised of a full spectrum of senior living facilities with an emphasis on continuing care
- Serving kitchen, booth seating area, bistro dining experience, as well as a pub dining space that can be separated from the main cafe by large oak barn doors
- Most of the wood used for the project was reclaimed wormy chestnut taken from salvaged barns in North Carolina, which required fumigating and de-nailing

### **BRANDEL CARE CENTER Northbrook, Illinois**

- 7,000-SF phased renovation for a senior housing and rehabilitation facility
- New dining rooms, activity rooms and therapy spaces
- Residential aesthetics were added to many of the common areas to give the facility a home-like feel
- Former administrative spaces were converted into a central family room for long-term patients to congregate and relax

### **ABELSONTAYLOR Chicago, Illinois**

- 103,000-SF, three-floor headquarters expansion
- Significant increase in the number of conference rooms without a dramatic increase in overall square footage dedicated to conference space
- Increased natural light and outside views in the workplace
- Addition of a customized pantry in the form of a nine-foot balloon, paying homage to one of the agency's award-winning campaigns, made from wood, plaster and fresco finishes

### **THE WRIGLEY BUILDING Chicago, Illinois**

- 454,000-SF renovation spanning two towers
- Code compliance, general maintenance and repair, new tenant build-outs, spec suite vanilla box preparation and emergency repair and response
- Worked directly with Building Management to refine building standards to comply with LEED EB-OM standards

### **GRESHAM PARTNERS Chicago, Illinois**

- 4,200-SF interior office expansion
- Private offices, conference rooms, open office, pantry and a café

## 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 Peter G. Oldendorf, as Vice President  
Name Title

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

RESPONDENT			
<b>Name of Firm:</b>	Leopardo Construction		
<b>Address:</b>	120 S. Riverside Plaza, Suite 2150		
<b>City/State/Zip:</b>	Chicago, IL 60606		
<b>Telephone:</b>	224.279.7367	<b>Facsimile:</b>	847.783.3001
<b>FEIN:</b>	36-3046570	<b>SSN:</b>	N/A
<b>Email:</b>	Pgoldendorf@leopardo.com		
<b>Nature of Transaction:</b>			
<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 checked="" 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 type="checkbox"/> Joint Venture	<input type="checkbox"/> Other: _____

## FORM C – DISCLOSURE AFFIDAVIT

### A. CORPORATIONS AND LLC'S

<b>State of Incorporation or Organization:</b>		IL
<b>If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>City/State/ZIP:</b>	Hoffman Estates, IL 60192	
<b>Telephone:</b>	847.783.3000	
<b>Identify the names of all officers and directors of the business entity.</b> (Please attach list if necessary.)		
<b>Name</b>	<b>Title</b>	
Jim Leopardo	Founder	
Mike Leopardo	CEO	
Giancarlo Pacini	President	
Gary Leopardo	Vice President/Secretary	
Pierre Cowart	Executive Vice President	
<b>Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity.</b> (Please attach list if necessary.)		
<b>Name</b>	<b>Address</b>	<b>Ownership Interest Percentage</b>
Jim Leopardo	5200 Prairie Stone Parkway, Hoffman Estates, IL 60192	100 %
		%
		%
<b>LLC's only, indicate Management Type and Name:</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>
<b>Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?</b>		<input type="checkbox"/> Yes <input checked="" 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
N/A		%
		%
		%
		%
		%

### 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)	
N/A	
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
N/A	

## FORM C – DISCLOSURE AFFIDAVIT

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### 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

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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.

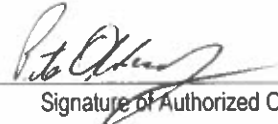
### H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

Peter G. Oldendorf

Name of Authorized Officer (Print or Type)

Vice President

Title

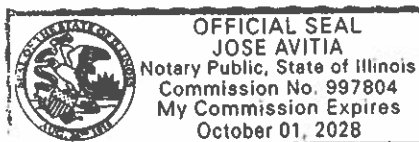
224.279.7367

Telephone Number

State of IL  
County of Cook

Signed and sworn to before me on this 18th day of December, 2024 by  
Peter G. Oldendorf (Name) as Vice President (Title) of  
Leopardo Construction (Bidder/Proposer/Respondent or Contractor)

Notary Public Signature and Seal



## 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 Attachment</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 type="checkbox"/>	<input checked="" 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"/>

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

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

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

**LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS**



**LICENSE NUMBER: TGC04176**

**CERTIFICATE NUMBER : GC04176-20**

**FEE: \$ 2000**

**DATE ISSUED: 02/20/2023**

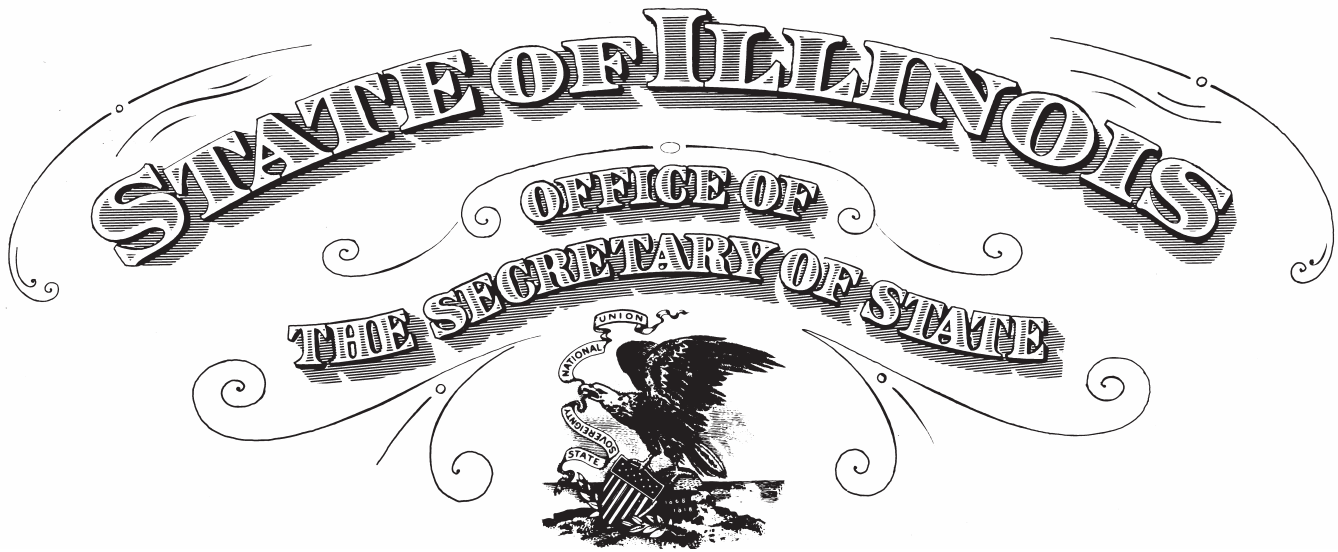
**DATE EXPIRES: 03/31/2024**

**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.

**Lori E Lightfoot**  
**Mayor**

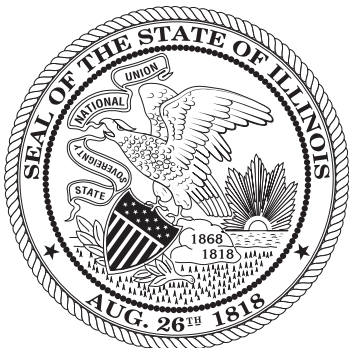
**Matthew Beaudet**  
**Commissioner**



***To all to whom these Presents Shall Come, Greeting:***

***I, Alexi Giannoulas, 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***

LEOPARDO COMPANIES INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON OCTOBER 10, 1979, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, 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 24TH day of OCTOBER A.D. 2023 .***

Authentication #: 2329702248 verifiable until 10/24/2024

Authenticate at: <https://www.ilsos.gov>

*Alexi Giannoulas*

SECRETARY OF STATE

## FORM H – CONTRACTOR’S PROPOSAL

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### FORM H: CONTRACTOR’S PROPOSAL

The Contractor hereby acknowledges receipt of the all Contract documents for Contract No. PS3093, including, but not limited to: a) Book 1 – Request for Proposal, Project Information, Instructions to Proposers, and Execution Documents, b) Book 2 – Standard Terms and Conditions, c) Book 3 – Construction Task Catalog®, d) Book 4 – Technical Specifications, and e) Addenda Nos. (None unless indicated below)

Addendum No.	Date of Addendum
1	11/15/2024
2	11/19/2024
3	12/02/2024
4	12/06/2024
5	12/12/2024
6	12/17/2024

## FORM I – PROPOSED ADJUSTMENT FACTORS

### FORM I: PROPOSED ADJUSTMENT FACTORS – TIER 1

The Respondent shall set forth Adjustment Factors in legible figures in the respective space provided. Failure to submit all Adjustment Factors within a specified Tier will result in the submission being deemed non-responsive. The Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:

	Adjustment Factor Name	Adjustment Factor Proposed:	X % Weight	= Total
1.	For Projects Greater than \$1,000,000.01, Normal Working Hours	<u>  1  </u> . <u>  1  </u> <u>  0  </u> <u>  0  </u> <u>  0  </u>	.50	<u>  0  </u> . <u>  5  </u> <u>  5  </u> <u>  0  </u> <u>  0  </u>
2.	For Projects Greater than and \$1,000,000.01, Other than Normal Working Hours	<u>  1  </u> . <u>  1  </u> <u>  0  </u> <u>  0  </u> <u>  1  </u>	.30	<u>  0  </u> . <u>  3  </u> <u>  3  </u> <u>  0  </u> <u>  0  </u>
3.	Non Pre-priced: For Non Pre-priced Work	<u>  1  </u> . <u>  1  </u> <u>  0  </u> <u>  0  </u> <u>  0  </u>	.20	<u>  0  </u> . <u>  2  </u> <u>  2  </u> <u>  0  </u> <u>  0  </u>
4.	ADD ALL THE TOTALS IN THE RIGHT COLUMN			<u>  1  </u> . <u>  1  </u> <u>  0  </u> <u>  0  </u> <u>  0  </u>

#### Notes To Bidder:

Specify lines 1 through 4 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

**The Adjustment Factors for Other Than Normal Working Hours Adjustment Factors must be equal to or greater than the Normal Working Hours Adjustment Factors. The Non Pre-priced Adjustment Factor must be equal to or greater than 1.0000.**

**The percentage weighted multipliers above are for the purpose of calculating a Total Base Proposal. No assurances are made by the PBC that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Total Base Proposal is only used for the purpose of determining the Award Criteria Figure.**

When submitting Job Order Price Proposals related to specific Job Orders, the Respondent shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

## FORM J – AWARD CRITERIA FIGURE

### FORM J - AWARD CRITERIA FIGURE

#### A. Basis of Award (Award Criteria Figure)

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

#### 1. Instructions

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

Lines 2, 4 and 6 in the formula shall not be greater than seventy percent (70%) in each category for the sole purpose of determining award of the contract. Similarly, lines 8, 10 and 12 shall not be greater than fifteen percent (15%) in each category for the purpose of award criteria only. The seventy percent (70%) and fifteen percent (15%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula.

#### 2. Award Criteria Figure Formula

Line 1.	Total Base Proposal (Refer to Line 9 of FORM I - PROPOSED ADJUSTMENT FACTORS), in figures	TBD
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journey workers during construction of the project. (Maximum figure 0.70)	0.50
Line 3.	Multiply Line 2 by Line 1 by 0.04	TBD
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.70)	0.10
Line 5.	Multiply Line 4 by Line 1 by 0.03	TBD
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.70)	0.50
Line 7.	Multiply Line 6 by Line 1 by 0.01	TBD
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.15)	.01
Line 9.	Multiply Line 8 by Line 1 by 0.04	TBD
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.15)	.01

## FORM J – AWARD CRITERIA FIGURE

Line 11.	Multiply Line 10 by Line 1 by 0.03	TBD
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.15)	.01
Line 13.	Multiply Line 12 by Line 1 by 0.01	TBD
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	TBD
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	TBD
<b>Award Criteria Figure \$</b>		N/A

(Insert Line 15 of Award Criteria Formula to Line 10 on Form I – Proposed Adjustment Factors):

### 3. Community Hiring Bonuses

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

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

#### Definitions

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

"Project Community Residents" means persons domiciled within the "Project Community" as defined in Book 2.

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

### 4. Liquidated Damages

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

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

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

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

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

## FORM J – AWARD CRITERIA FIGURE

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

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

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

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

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

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

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

### 5. Reporting

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

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

## FORM J – AWARD CRITERIA FIGURE

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### 6. Major Trades

Building Demolition	Operable Partition
Site Demolition	Aluminum Storefront
Site Control	Glazing
Asbestos / Lead Based Abatement	Drywall
Site and Building Concrete	Acoustical Ceilings
Masonry	Ceramic Tile
Structural Steel	Resilient Flooring
Cold Form Metal Framing	Tile Carpeting
Misc. Metals	Painting
Rough and Finish Carpentry	Toilet Compartments and accessories
Architectural Wood Casework	Metal Lockers
Solid Surface	Hydraulic Elevators
Roofing	Vertical lifts
Roof Specialties	Fire Suppression Sprinkler
Damproofing and Waterproofing	Plumbing
Thermal insulation spray Insulation	Mechanical
Metal Wall Panels	Electric
Applied Fire Protection	Fire Detection and Alarm
Firestopping	Access Control
Joint Sealants	Building Intrusion Detection
Curtain Wall	Earthwork
Hollow Metal Frames and Doors	Landscaping
Wood Doors	Asphalt Paving
Door Hardware	Site Utiliti
Overhead Doors	

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

## FORM K - ACCEPTANCE

### A. PROPOSAL ACCEPTANCE

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Mary Pat Wilty  
Mary Pat Wilty, Secretary

Brandon Johnson  
Mayor Brandon Johnson, Chairman

### CONTRACTING PARTY

Leopardo Construction  
Contractor Name

120 S. Riverside Plaza, Suite 2150  
Chicago, IL 60606  
Address

### IF A CORPORATION:

Name: Leopardo Construction

Title: Vice President

Signature: [Signature]

ATTEST BY: Peter G. Oldendorf

[Signature]  
Secretary

### IF A PARTNERSHIP:

Partner (Signature) \_\_\_\_\_  
Address \_\_\_\_\_

Partner (Signature) \_\_\_\_\_  
Address \_\_\_\_\_

Partner (Signature) \_\_\_\_\_  
Address \_\_\_\_\_

### IF A SOLE PROPRIETORSHIP:

Signature \_\_\_\_\_ Address \_\_\_\_\_

### NOTARY PUBLIC

County of Cook State of IL

Subscribed and sworn to before me on this 18th day of December, 2024.

[Signature] (SEAL)  
Notary Public Signature

Commission Expires: 10/01/2024



### APPROVED AS TO FORM AND LEGALITY

Anne L. Zredl Date: 6/2/2025  
Neal & Leroy, LLC

# FORM L – AFFIDAVIT OF NON-COLLUSION

## Affidavit Of Non-collusion

STATE OF ILLINOIS        }  
  } SS  
COUNTY OF COOK        }

Peter G. Oldendorf, being first duly sworn, deposes and says that:

- (1) He/She is  
    Vice President  
    (Owner, Partner, Officer, Representative or Agent) of  
    Leopardo Construction  
    the Bidder that has submitted the attached Bid;
- (2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- (6) The Bidder is not barred from bidding as a result of having violated Illinois Criminal Code, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the Prevailing Wage Act, 30 ILCS 570/0.01 through 570/7.

  
(Signed)

Vice President

(Title)

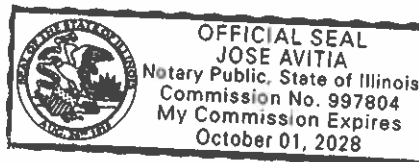
Subscribed and sworn to before me this 18th day of December 20 24



Proposal Coordinator

(Title)

My Commission expires: 10/01/2024



**FORM M – 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 \_\_\_\_\_

B. Address of joint venture \_\_\_\_\_

C. Phone number of joint venture \_\_\_\_\_

D. Identify the firms that comprise the joint venture

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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.)

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

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E. Nature of joint venture's business

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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 \_\_\_\_\_%

2. Capital contributions, including equipment \_\_\_\_\_%

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

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## FORM M – 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.

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- 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

---

2. Management decisions such as:

- a. Estimating

---

- b. Marketing and Sales

---

- c. Hiring and firing of management personnel

---

- d. Other

---

3. Purchasing of major items or supplies

---

4. Supervision of field operations

---

5. Supervision of office personnel

---

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.

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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.

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

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**FORM M – 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.

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me appeared (Name)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me appeared (Name)

\_\_\_\_\_,  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by  
(Name of Joint Venture)

\_\_\_\_\_,  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by  
(Name of Joint Venture)

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

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

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

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

Commission expires:  
(SEAL)

Commission expires:  
(SEAL)

## EXHIBIT A – INSURANCE

The insurance requirements listed below are the minimum requirements that will be required for work issued on contracts resulting from this RFP. The actual requirements for each project will likely be higher and will be determined based on the scope and the requirements of the User Agency. Per Section II. VI. G. of this RFP, Respondent is to submit a certificate of insurance evidencing their current insurance program.

The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from the date of the Notice to Proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose, unless otherwise noted below or agreed by the Public Building Commission's Director of Risk Management.

### INSURANCE TO BE PROVIDED

1) **Workers' Compensation and Employers Liability (Primary and Umbrella)**

Workers' Compensation Insurance as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease. Coverage will include a waiver of subrogation as required below.

2) **Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. Contractor and all subcontractors of every tier **will specifically name** the Public Building Commission of Chicago, the City of Chicago, the User Agency and others as may be required by the Public Building Commission of Chicago, as Additional Insured using the latest version of the ISO CG2010 and CG2037. Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two year completed operations periods. Coverage will include a waiver of subrogation as required below.

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

3) **Automobile Liability (Primary and Umbrella)**

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

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

4) **Contractors Pollution Liability**

Contractors Pollution coverage is required with limits of not less than \$1,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which

## EXHIBIT A – INSURANCE

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reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the City of Chicago and the User Agency, and others as may be required by the Public Building Commission of Chicago, as Additional Insured. These entities must be specifically named and endorsed on the policy. Additional Insured coverage must be on a primary and non-contributory basis for ongoing and completed operations. Coverage will include a waiver of subrogation as required below.

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

### 5) **Professional Liability**

When Contractor performs professional work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$1,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

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

### 6) **Builders Risk**

Contractor must provide All Risk Builders Risk or Installation Floater Insurance on a replacement cost basis including but not limited to all labor, materials, supplies, equipment, machinery and fixtures that are or will be permanent part of the facility, inclusive of prior site work. Coverage must be on an All Risk or Cause of Loss, Special Form basis including, but not limited to, the following: right to partial or complete occupancy, collapse; water damage including overflow, leakage, sewer backup, or seepage; resulting damage from faulty or defective workmanship or materials; resulting damage from error or omission in design, plans or specifications; debris removal; Ordinance and Law and include damage to, false work, fences, temporary structures and equipment stored off site or in transit. The policy will allow for partial or complete occupancy and include damage to existing property at the site with a sublimit of \$1,000,000.

The Public Building Commission of Chicago and the Board of Education of the City of Chicago will be Named Insureds on the policy. Coverage must be for the full completed value of the work and must remain in place until at least Substantial Completion and **may only be cancelled with the written permission** of the Public Building Commission Risk Management Department, even if the Project has been put to its intended use.

The Contractor is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, scaffolding and supplies owned, rented, or used by Contractor.

### 7) **Railroad Protective Liability**

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that the General Contractor or subcontractors perform, Railroad Protective Liability insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity, and in no event less than \$2,000,000 per occurrence and \$6,000,000 aggregate, for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If no Railroad

## EXHIBIT A – INSURANCE

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Protective Liability insurance is required by the nearby railroads, Contractor shall submit written confirmation from each railroad.

Contractors and subcontractors are required to endorse their liability policies with form CG 24 17 to eliminate the exclusion for work within fifty (50) feet of the rail right-of-way. Contractors and subcontractors must provide copies of this endorsement with the certificate of insurance required below.

### **B. ADDITIONAL REQUIREMENTS**

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

The insurance must provide for 30 days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.

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

Any deductibles or self-insured retentions on referenced insurance must be borne by Contractor. All self-insurance, retentions and/or deductibles must conform to these requirements.

The Contractor waives and agrees to cause all their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the City of Chicago, the User Agency and any other entity as required by the Public Building Commission of Chicago, their respective Board members, employees, elected officials, officers, or representatives. The Contractor must require each Subcontractor to include similar waivers of subrogation in favor of the Commission, the City of Chicago, the User Agency and any other entity as required by the Public Building Commission of Chicago.

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

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the City of Chicago, the User Agency and any other entity as required by the Public Building Commission of Chicago, will not contribute with insurance provided by the Contractor under the Contract.

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

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

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

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

## EXHIBIT A – INSURANCE

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Contractor must submit the following at the time of award:

1. Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
  - a. All required entities as Additional Insured
  - b. Evidence of waivers of subrogation
  - c. Evidence of primary and non-contributory status
2. All required endorsements including the CG2010 and CG2037

<b>The Public Building Commission maintains the rights to modify, delete, alter or change these requirements.</b>
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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2025

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).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 2121 N. California Blvd. Suite 350 Walnut Creek CA 94596  License#: 0D69293	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C No. Ext):</b> 925-299-1112 <b>E-MAIL ADDRESS:</b> GSC_Construction_Certrequests@AJG.com	<b>FAX (A/C No):</b> 925-925-0328													
	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER B: RSUI Indemnity Company</td><td>22314</td></tr><tr><td>INSURER C: Ohio Casualty Insurance Company</td><td>24074</td></tr><tr><td>INSURER D: Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER E: Illinois National Insurance Company</td><td>23817</td></tr><tr><td>INSURER F: Indian Harbor Insurance Company</td><td>36940</td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B: RSUI Indemnity Company	22314	INSURER C: Ohio Casualty Insurance Company	24074	INSURER D: Continental Insurance Company	35289	INSURER E: Illinois National Insurance Company	23817	INSURER F: Indian Harbor Insurance Company
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<b>INSURED</b> Leopardo Construction, Inc. 5200 Prairie Stone Parkway Hoffman Estates, IL 60192															

## COVERAGES

CERTIFICATE NUMBER: 1647548347

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	7015384667	9/30/2024	9/30/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BUA7015276047	9/30/2024	9/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Ded Comp/Coll \$5,000 / \$5,000
B C D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NHA602728 ECO(25)65269628 7015605250	9/30/2024 9/30/2024 9/30/2024	9/30/2025 9/30/2025 9/30/2025	EACH OCCURRENCE \$50,000,000 AGGREGATE \$50,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC7015276078	9/30/2024	9/30/2025	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E F	Crime Professional/Pollution	Y	Y	01-593-37-93 CEO742152502	9/30/2024 9/30/2024	9/30/2025 9/30/2025	Limit \$3,000,000 Ea. Claim/Agg. Limit \$10,000,000

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

Coverage: Property/Inland Marine  
Carrier: National Fire Insurance Co of Hartford  
Policy #7015276064  
Policy Term: 9/30/24 to 9/30/2025  
Each Claim/Aggregate Limit: \$20,000

Excess Liability  
Effective date 9/30/2024 Expiration date 9/30/2025  
See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

Public Building Commission Procurement Department  
Richard J. Daley Center, Room 200  
Chicago, IL 60602

**APPROVED**  
JLB

5/27/2025

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

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

<b>AGENCY</b> Arthur J. Gallagher Risk Management Services, LLC		<b>NAMED INSURED</b> Leopardo Construction, Inc. 5200 Prairie Stone Parkway Hoffman Estates, IL 60192	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Policy# AEC-1877981-00

Carrier American Guarantee and Liability Ins Co

RE : Various Projects

It is agreed that the following are listed as Additional Insured with respects to the General Liability and business auto policies, coverage is provided on a primary and non-contributory basis as required by written contract: Public Building Commission of Chicago, The City of Chicago, The User Agency and others as may be required by the Public Building Commission of Chicago ,Its Employees, elected officials, agents and representatives. Waiver of subrogation applies to the General Liability and Workers Compensation policies in favor of the above referenced additional insured as required by written contract.

**WA****CNA PARAMOUNT**

**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed Operations  
Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
  - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
    - 1. the **written contract** requires you to provide the additional insured such coverage; and
    - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 1001 edition of CG2037; or
  - B.** additional insured coverage with "arising out of" language; or
  - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
  - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:
- A.** the rendering of, or the 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; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

CONTINENTAL CASUALTY COMPANY

Insured Name: LEOPARDO COMPANIES, INC.

Policy No: 7015384667

Endorsement No:

Effective Date: 09/30/2024

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**WA****CNA PARAMOUNT**

## Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

### Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI.** Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII.** Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury** or **property damage**; or
  2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

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CONTINENTAL CASUALTY COMPANY

Insured Name: LEOPARDO COMPANIES, INC.

Policy No: 7015384667

Endorsement No:

Effective Date: 09/30/2024

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<b>WA</b>	<b>CNA PARAMOUNT</b> <b>Contractors' General Liability Extension Endorsement</b>
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It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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6. Broadened Liability Coverage For Damage To Your Product And Your Work	
7. Contractual Liability - Railroads	
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9. Estates, Legal Representatives and Spouses	
10. Expected Or Intended Injury – Exception for Reasonable Force	
11. General Aggregate Limits of Insurance – Per Project	
12. In Rem Actions	
13. Incidental Health Care Malpractice Coverage	
14. Joint Ventures/Partnership/Limited Liability Companies	
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<b>WA</b>	<b>CNA PARAMOUNT</b> <b>Contractors' General Liability Extension Endorsement</b>

CNA74705XX (1-15)

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CONTINENTAL CASUALTY COMPANY

Insured Name: J.E. PS3039, LLC, INC.

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Policy No: 7015384667

Endorsement No: 1

Effective Date: 09/30/2024

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## 1. ADDITIONAL INSURED

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

### A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

### B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

### C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

### D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

The

WA	CNA PARAMOUNT Contractors' General Liability Extension Endorsement
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coverage granted by this paragraph does not apply to structural alterations, new construction or demolition

operations performed by, on behalf of, or for such additional insured.

#### E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

#### H. Trade Show Event Lessor

- I. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

<b>WA</b>	<b>CNA PARAMOUNT</b>
<b>Contractors' General Liability Extension Endorsement</b>	

- a. the **Named Insured's** acts or omissions; or
  - b. the acts or omissions of those acting on the **Named Insured's** behalf, in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
- J. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

## 2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

## 3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

**Bodily injury** means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

## 4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

### A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

### B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

## 5. BROAD NAMED INSURED

**WHO IS AN INSURED** is amended to delete its Paragraph 3. in its entirety and replace it with the following:

- 3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
  - a) on the effective date of this **Coverage Part**; or

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Insured Name: LEOPARDO COMPANIES, INC.

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**Contractors' General Liability Extension Endorsement**

b) by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- a) ) any partnership, limited liability company or joint venture; or
- b) ) any organization for which coverage is excluded by another endorsement attached to this **Coverage**

**Part.**

For the purpose of this provision, management control means:

- c) owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
- d) having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
- b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

## **6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

### **k. Damage to Your Product**

**Property damage to your product** arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

### **l. Damage to Your Work**

**Property damage to your work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

**B.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

**C.** This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

## 7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

**Insured Contract** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

## 8. ELECTRONIC DATA LIABILITY

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CONTINENTAL CASUALTY COMPANY

Insured Name: J.E. PS3093, INC.

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Policy No: 7015384667

Endorsement No: 1

Effective Date: 09/30/2024

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**WA****CNA PARAMOUNT****Contractors' General Liability Extension Endorsement**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

**p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

**Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

**Property damage** means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

## 9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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**claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

#### 10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

##### **Expected or Intended Injury**

**Bodily injury** or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

#### 11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

**A.** For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

**B.** All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

**C.** The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

**D.** When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

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Insured Name: LEOPARDO COMPANIES, INC.	

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- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

## 12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

## 13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
  - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and
- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:
- i. add the following to the **Employers Liability** exclusion:  
This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).
  - ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:  
This insurance does not apply to:  
**Contractual Liability**  
the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.
  - iii. add the following additional exclusions:  
This insurance does not apply to:  
**Discrimination**  
any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.  
**Dishonesty or Crime**  
Any actual or alleged dishonest, criminal or malicious act, error or omission.

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

**Services Excluded by Endorsement**

Any **health care incident** for which coverage is excluded by endorsement.

**C. DEFINITIONS** is amended to:

i. add the following definitions:

**Health care incident** means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

**Professional health care services** means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

**Professional health care services** does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

**Occurrence** means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

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(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

**Other Insurance**

**b. Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

**14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

**WHO IS AN INSURED** is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

**15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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**j. Damage to Property**

**Property damage** to:

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or

- Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

**B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer

has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D. Paragraph 6., Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:
6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:
- \$500,000; or
  - The Damage To Premises Rented To You Limit shown in the Declarations.
- E. Paragraph 4.b.(1)(a)(ii) of the **Other Insurance** Condition is deleted and replaced by the following:
- (11) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

## 16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

## 17. MEDICAL PAYMENTS

- A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:
7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:
- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
  - (2) the amount shown in the Declarations for Medical Expense Limit.

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- B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

## 18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

## 19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

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CONTINENTAL CASUALTY COMPANY

Insured Name: J.E. PS3099, LTD 20250930, INC.

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Endorsement No: 1

Effective Date: 09/30/2024

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
- (a) less than 75 feet long; and
  - (b) not being used to carry persons or property for a charge.

## 20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

### **Knowing Violation of Rights of Another**

**Personal and advertising injury** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
  - (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.
2. add the following exclusions:

**Contractors' General Liability Extension Endorsement**

This insurance does not apply to:

**Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

**Premises Related Discrimination**

**discrimination or humiliation** arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY**

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**22. PROPERTY DAMAGE – ELEVATORS**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

CNA74705XX (1-15)

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CONTINENTAL CASUALTY COMPANY

Insured Name: LEOPARDO COMPANIES, INC.

Policy No: 7015384667

Endorsement No: 1

Effective Date: 09/30/2024

WA

CNA PARAMOUNT

**Contractors' General Liability Extension Endorsement**

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

**23. SUPPLEMENTARY PAYMENTS**

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

**24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

**25. WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

**26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**

**Note:** The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

WA

CNA PARAMOUNT

**Contractors' General Liability Extension Endorsement**

2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

CNA74705XX (1-15)

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CONTINENTAL CASUALTY COMPANY

Insured Name: LEPS3000, LLC, INC.

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Policy No: 7015384667

Endorsement No: 1

Effective Date: 09/30/2024

**B. Condition 4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

**C. DEFINITIONS** is amended to add the following definitions:

**Consolidated (wrap-up) insurance program** means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

**Residential structure** means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.


**CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS**

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

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**I. LIABILITY COVERAGE**

**A. Who Is An Insured**

The following is added to Section II, Paragraph A.1., Who Is An Insured:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
  - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an insured under any other liability "policy" providing auto coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) Bodily injury or property damage caused by an accident that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an insured under any other liability "policy" providing auto coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an insured but only with respect to their legal liability for acts or omissions of a person, who qualifies as an insured under SECTION II – WHO IS AN INSURED and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An employee of yours is an insured while operating an auto hired or rented under a contract or agreement in that employee's name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date: 09/30/2024

Endorsement Expiration Date:

Endorsement No: Page: 1 of 4

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA7015276047

Policy Effective Date: 09/30/2024

Policy Page:



## Business Auto Policy Policy Endorsement

### C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

## II. PHYSICAL DAMAGE COVERAGE

### A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to Section III, Paragraph A.3.:

With respect to any covered auto, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

### B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

### C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

### D. Hired "Autos"

The following is added to Section III. Paragraph A.:

#### 5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered auto you lease, hire, rent or borrow without a driver; and
- b. Any covered auto hired or rented by your employee without a driver, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one accident or loss is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to loss caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned autos.
- e. Such physical damage coverage for hired autos will:
  - (1) Include loss of use, provided it is the consequence of an accident for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
  - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per accident.

### E. Airbag Coverage

The following is added to Section III, Paragraph B.3.:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date: 09/30/2024

Endorsement No: Page: 2 of 4

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA7015276047

Policy Effective Date: 09/30/2024

Policy Page:



## Business Auto Policy Policy Endorsement

### F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered auto also applies to loss to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

### G. Diminution In Value

The following is added to Section III, Paragraph B.6.:

Subject to the following, the diminution in value exclusion does not apply to:

- a. Any covered auto of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered auto of the private passenger type hired or rented by your employee without a driver for a period of 30 days or less, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a diminution in value loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for loss to a covered auto in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the auto's actual cash value (ACV).

### III. Drive Other Car Coverage – Executive Officers

The following is added to Sections II and III:

- 1. Any auto you don't own, hire or borrow is a covered auto for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
  - a. An auto owned by that "executive officer" or a member of that person's household; or
  - b. An auto used by that "executive officer" while working in a business of selling, servicing, repairing or parking autos.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered auto; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are insureds while using a covered auto described in this provision.

### IV. BUSINESS AUTO CONDITIONS

#### A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to Section IV, Paragraph A.2.a.:



## Business Auto Policy Policy Endorsement

- (4) Your employees may know of an accident or loss. This will not mean that you have such knowledge, unless such accident or loss is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to Section IV, Paragraph A.2.b.:

- (6) Your employees may know of documents received concerning a claim or suit. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

### B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an accident or loss.

### C. Concealment, Misrepresentation or Fraud

The following is added to Section IV, Paragraph B.2.:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

### D. Other Insurance

The following is added to Section IV, Paragraph B.5.:

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to Accident or Loss.

### E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

## V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date: 09/30/2024

Endorsement No: Page: 4 of 4

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA7015276047

Policy Effective Date: 09/30/2024

Policy Page:



## Workers Compensation And Employers Liability Insurance Policy Endorsement

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

#### Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date: 09/30/2024

Endorsement No: Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 7015276078

Policy Effective Date: 09/30/2024

Policy Page:

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POLICY NO, CEO742152502

**Other Insurance L.** Where other valid and collectible insurance is available to the **Insured**, in addition to **Design Professional's Insurance**, our obligations to the **Insured** are as follows:

1. This insurance is excess over any other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.
2. This insurance is excess over any other valid and collectible insurance available to the **Insured** under a project specific insurance policy, contractor-controlled insurance program, owner-controlled insurance program, consolidated (wrap-up) insurance program or any other similar insurance or program, whether such other insurance or program is stated to be primary, contributory, excess, contingent or otherwise.
3. This insurance is excess over any other valid and collectible **Design Professional's Insurance** whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.
4. Under Section 1: What We Cover: D. Pollution Loss Coverage only, when the **Named Insured** is required by contract, agreement, or permit to include any person or entity as an additional insured, such coverage shall be provided on a primary and non-contributory basis.

**Severability M.** Except with respect to the Limits of Liability and the Self-Insured Retention Amount, and any rights or duties specifically assigned in this policy to you, this insurance applies: (a) as if each **Named Insured** were the only **Named Insured**; and (b) separately to each **Insured** against or by whom a **Claim** is made.

Misrepresentation, concealment, breach of condition or violation of any duty under this policy by one **Insured** shall not prejudice the interest or coverage of another **Insured** under this policy.

**Sole Agent N.** You will act on behalf of all **Insured(s)** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in Section 6: Extended Reporting Period, B. Optional Extended Reporting Period.

**Subrogation O.** In the event of any payment under this policy, we will be subrogated to all of the **Insured's** rights of recovery against any person or organization and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing at any time to prejudice our subrogation rights.

However, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients**, if prior to a **Professional Liability Claim**, a waiver of subrogation was so required and accepted under a specific contractual undertaking by the **Insured**.

POLICY NO, CEO742152502

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## EXHIBIT B – SCHEDULE C LETTER OF INTENT TO M/WBE SUBCONTRACTOR

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

Name of Project: \_\_\_\_\_

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

FROM:

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

MBE \_\_\_\_\_ WBE \_\_\_\_\_

TO:

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

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

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

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

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

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

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

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

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

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## EXHIBIT B – SCHEDULE C LETTER OF INTENT TO M/WBE SUBCONTRACTOR

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

#### PARTIAL PAY ITEMS

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

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

#### SUB-SUBCONTRACTING LEVELS

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

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

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

Additionally, the Undersigned 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.

BY:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Phone

IF APPLICABLE:  
BY:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Phone

# EXHIBIT C – SCHEDULE D AFFIDAVIT OF GENERAL CONTRACTOR REGARDING MBE/WBE PARTICIPATION

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

Name of Project: \_\_\_\_\_

STATE OF ILLINOIS     }  
                                      } SS  
COUNTY OF COOK       }

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

\_\_\_\_\_  
Title and duly authorized representative of

\_\_\_\_\_  
Name of General Contractor whose address is

\_\_\_\_\_  
in the City of \_\_\_\_\_, State of \_\_\_\_\_

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$	\$
Percent of Total Base Proposal		%	%

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

## EXHIBIT C – SCHEDULE D AFFIDAVIT OF GENERAL CONTRACTOR REGARDING MBE/WBE PARTICIPATION

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

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

Additionally, the Undersigned 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.

BY:

\_\_\_\_\_  
Name of Contractor (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Phone

IF APPLICABLE:

BY:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Phone/FAX

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

## EXHIBIT D – REQUEST FOR WAIVER FROM MBE/WBE PARTICIPATION

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

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

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

Dear {Insert Executive Director Name}:

RE: Contract No. \_\_\_\_\_

Project Title: \_\_\_\_\_

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

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Documentation attached: yes\_\_\_\_ no\_\_\_\_

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

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm

## EXHIBIT E – 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:

PBC Joc Order Contracting

1. This Disclosure relates to the following transaction: Program - PS 30931

- a. Description of goods or services to be provided under Contract

General Contractor

2. Name of Contractor: Leopardo Construction

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: X

Retained Parties:

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

## EXHIBIT E – DISCLOSURE OF RETAINED PARTIES

4. The Contractor understands and agrees as follows:
- 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.
  - 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.
  - 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

Pete Oldendorf  
Name (Type or Print)

05-12-25

\_\_\_\_\_  
Date

Vice President  
Title

Subscribed and sworn to before me  
this 12th day of May, 2025

(SEAL)

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

Commission expires: 11-22-2028



## EXHIBITF – PERFORMANCE AND PAYMENT BOND

### Performance and Payment Bond

BOND NO. SPECIMEN

Contract No. SPECIMEN

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ \*

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

with offices in the \_\_\_\_\_ State of \_\_\_\_\_

as \_\_\_\_\_ Corporate \_\_\_\_\_ Principal, and \_\_\_\_\_

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

a corporation organized and existing under the laws of the State of \_\_\_\_\_, with offices in the State of Illinois as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called

"Commission", in the penal sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated \_\_\_\_\_, 20\_\_\_\_, for the furnishing, fabrication, delivery and installation of the

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

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

## EXHIBITF – PERFORMANCE AND PAYMENT BOND

Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

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

It is expressly understood and agreed that this Bond, in the penal sum of

\_\_\_\_\_ dollars (\$ \_\_\_\_\_), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

## EXHIBITF – PERFORMANCE AND PAYMENT BOND

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

\_\_\_\_\_  
Name

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

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

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

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

\_\_\_\_\_  
Partner

CORPORATE SEAL

ATTEST:

BY \_\_\_\_\_

\_\_\_\_\_  
Corporate Principal

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

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

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

\_\_\_\_\_  
Corporate Surety

BY \_\_\_\_\_

\_\_\_\_\_  
Title

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

CORPORATE SEAL

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

Total amount of premium charged is \$ \_\_\_\_\_ \*\*

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

\*\* Must be filled in by the Corporate Surety.

## EXHIBIT G – BOND APPROVAL

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### Bond Approval

BY

\_\_\_\_\_  
Mary Pat Witry, Secretary  
Public Building Commission of Chicago

### CERTIFICATE AS TO CORPORATE SEAL

I, \_\_\_\_\_, certify that I am the  
Secretary of the \_\_\_\_\_  
corporation named as Principal in the within bond, that \_\_\_\_\_ who signed on behalf of  
the Principal was then President of said corporation; that I know this person's signature, and the signature  
hereto is genuine; and that said Bond was duly signed, sealed, and attested for and in behalf of said corporation by  
authority of its governing body.

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

CORPORATE SEAL

## EXHIBIT H – COOK COUNTY PREVAILING WAGE

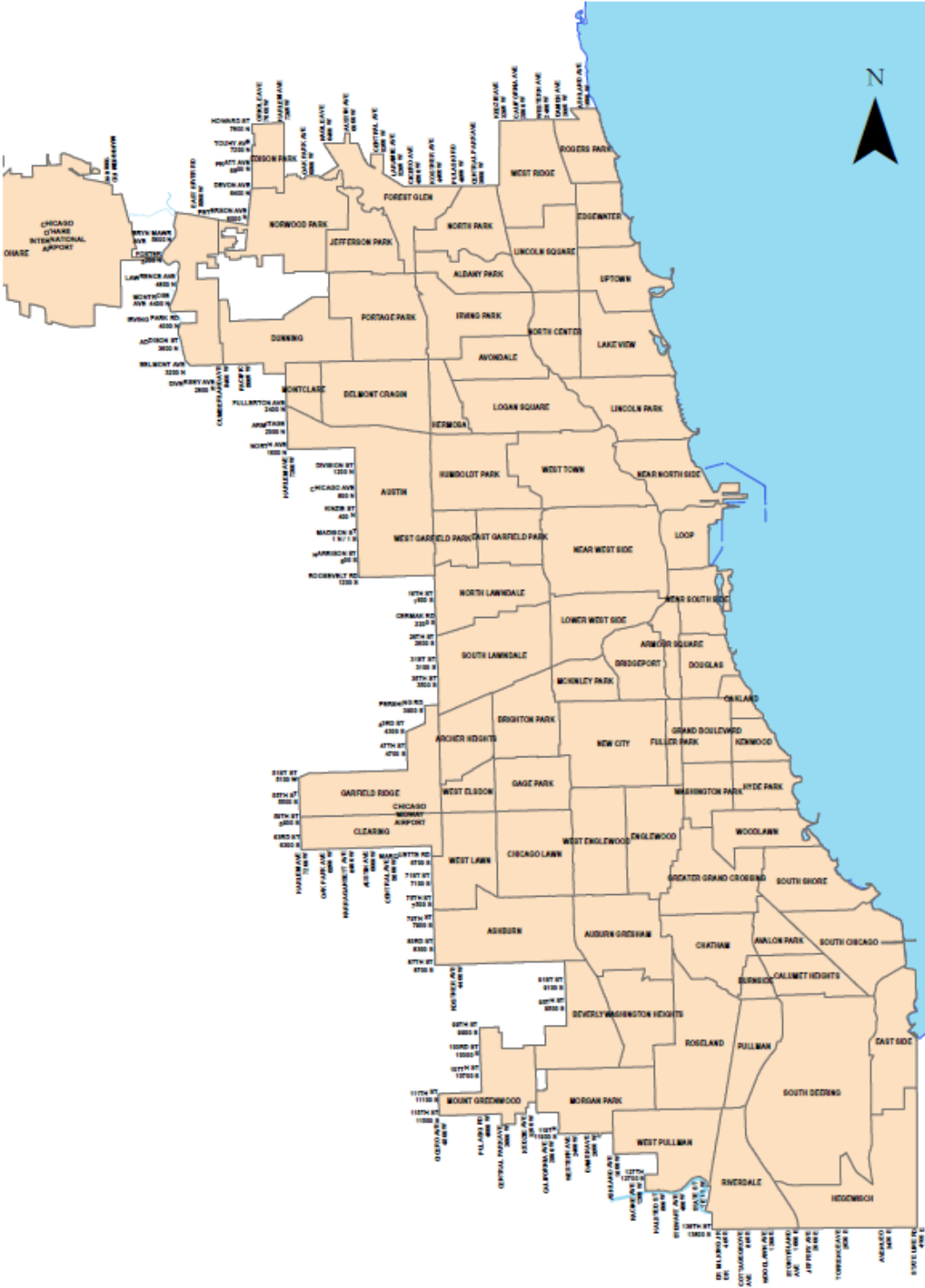
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### COOK COUNTY PREVAILING WAGE

CURRENT PREVAILING WAGE RATES CAN BE FOUND AT THE LINK BELOW

<https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>

## COMMUNITY AREAS



## EXHIBIT J – ASSIST AGENCIES

### PUBLIC BUILDING COMMISSION OF CHICAGO'S ASSIST AGENCIES

Assist Agencies are comprised of Chamber of Commerce and Not-for-Profit agencies that represent the interests of small, minority- and/or women-owned businesses. If your agency would like to be added to the PBC's Assist Agencies list, please send an email to [patricia.montenegro@cityofchicago.org](mailto:patricia.montenegro@cityofchicago.org).

#### African American Contractors Association

PO Box #19670  
Chicago, IL 60619  
Omar Shareef  
312-915-5960  
[aacanatlassoc@gmail.com](mailto:aacanatlassoc@gmail.com)  
[www.aacanatl.org](http://www.aacanatl.org)

#### Chatham Business Association: Small Business Development, Inc.

800 E 78th St  
Chicago, IL 60619  
Melinda Kelly  
(773) 994-5006  
[melindakelly@cbaworks.org](mailto:melindakelly@cbaworks.org)  
[cbaworks.org](http://cbaworks.org)

#### Chicago Urban League

4510 S Michigan Ave, 3rd Floor  
Chicago, IL 60653  
Kelly Evans  
(773) 451-3547  
[kevans@chiul.org](mailto:kevans@chiul.org)  
[chiul.org](http://chiul.org)

#### Construction Business Development Center at Prairie State College

202 S Halsted St  
Chicago Heights, IL 60411  
Cathy Svetanoff  
(708) 709-3568  
[csvetanoff@prairiestate.edu](mailto:csvetanoff@prairiestate.edu)  
[prairiestate.edu](http://prairiestate.edu)

#### Hispanic American Construction Industry Association

650 W Lake St, #415  
Chicago, IL 60661  
Ivette Trevino  
(312) 575-0389  
[itrevino@haciaworks.org](mailto:itrevino@haciaworks.org)  
[haciaworks.org](http://haciaworks.org)

#### South Shore Chamber, Inc.

1750 E 71st St  
Chicago, IL 60649  
Tonya Trice  
(773) 955-9508  
[ttrice@southshorechamberinc.org](mailto:ttrice@southshorechamberinc.org)  
[southshorechamberinc.org](http://southshorechamberinc.org)

#### Women's Business Development Center

8 S Michigan Ave, #400  
Chicago, IL 60603  
Donna Beasley  
(312) 853-3477  
[dbeasley@wbdc.org](mailto:dbeasley@wbdc.org)  
[wbdc.org](http://wbdc.org)

#### Black Contractors United

155 North Michigan Avenue  
Suite 300  
Chicago, IL 60601  
Shynetta Dockery  
773-617-5672  
[bcu@blackcontractorsunited.com](mailto:bcu@blackcontractorsunited.com)  
[blackcontractorsunited.com](http://blackcontractorsunited.com)

#### Chicago Cook Workforce Partnership

69 W Washington Street  
Suite 2860  
Chicago, IL 60602  
Marissa Lewis  
[mlewis@chicocookworks.org](mailto:mlewis@chicocookworks.org)  
(312) 603-0200  
[chicocookworks.org](http://chicocookworks.org)

#### Chicago Women in Trades

2444 W 16th St  
Chicago, IL 60608  
Jayne Vellinga  
(312) 942-1444  
[jvellinga@cwit2.org](mailto:jvellinga@cwit2.org)  
[chicagowomenintrades2.org](http://chicagowomenintrades2.org)

#### Federation of Women Contractors

4210 W Irving Park Rd  
Chicago, IL 60641  
Jaemie Neely  
(312) 360-1122  
[info@fwcchicago.com](mailto:info@fwcchicago.com)  
[fwcchicago.com](http://fwcchicago.com)

#### Illinois Black Chamber of Commerce

411 Hamilton Blvd, #1404  
Peoria, IL 61602  
Larry Ivory & Kenyatta Fisher  
(309) 740-4430  
[larryivory@illinoisblackchamber.org](mailto:larryivory@illinoisblackchamber.org)  
[kfisher@ilbcc.org](mailto:kfisher@ilbcc.org)  
[illinoisblackchamber.org](http://illinoisblackchamber.org)



#### CANDO Corporation

1633 S Michigan Ave  
Chicago, IL 60615  
LaVerne Hall  
(312) 488-9338  
[LHall@candocorp.net](mailto:LHall@candocorp.net)

#### Chicago Minority Supplier Development Council

216 W Jackson Boulevard  
Suite 600 Chicago, IL 60606  
Debra Jennings-Johnson  
(312) 755-8880  
[info@ChicagoMSDC.org](mailto:info@ChicagoMSDC.org)  
[chicagomsgdc.org](http://chicagomsgdc.org)

#### ConstructConnect

3825 Edwards Road, #800  
Cincinnati, OH 45209  
Amanda Beyer  
(513) 458-5837, Extension 5108336  
[amanda.beyer@constructconnect.com](mailto:amanda.beyer@constructconnect.com)  
[ConstructConnect.com](http://ConstructConnect.com)

#### HIRE360 Chicago

2301 S Lake Shore Drive  
Lakeside Center, Chicago, IL 60616  
Deborah Whitaker  
(312) 575-2500  
[dwhitaker@hire360chicago.com](mailto:dwhitaker@hire360chicago.com)  
[bids@hire360chicago.com](http://bids@hire360chicago.com)

#### Rainbow/PUSH Coalition

930 E 50th St  
Chicago, IL 60615  
John Mitchell  
(773) 256-2766  
[jmitchell@rainbowpush.org](mailto:jmitchell@rainbowpush.org)  
[rainbowpush.org](http://rainbowpush.org)

#### U.S. Minority Contractors Association

1250 Grove Ave, #200  
Barrington, IL 60010  
Larry Bullock  
(847) 852-5010  
[larry.bullock@usminoritycontractors.org](mailto:larry.bullock@usminoritycontractors.org)  
[usminoritycontractors.org](http://usminoritycontractors.org)

#### Women Construction Owners & Executives

308 Circle Ave  
Forest Park, IL 60130  
Mary Kay Monaghan  
(708) 366-1250  
[mkm@mkmservices.com](mailto:mkm@mkmservices.com)  
[wcoesa.org](http://wcoesa.org)

Last Updated: 4/16/2024 4:22 PM

## EXHIBIT K – SAMPLE PROJECT LABOR AGREEMENT

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PROJECT LABOR AGREEMENT INSERTED HERE

(If Applicable)